RONALD B. PRUITT & ASSOCIATES
ATTORNEYS AT LAW
2950 NORTH LOOP WEST, SUITE 270
HOUSTON, TEXAS 77092-8800

TELEPHONE (713) 957-1800
FAX (713) 957-3155

September 21, 2005

Mr. Dan B. Jordan
1530 Hawthorne
Houston, Texas 77006

RE: REAL ESTATE

Dear Dan:

I am returning your papers.

Very truly yours,

RONALD B. PRUITT

RBP/bsm

Enclosures

Cc: File

CALDWELL & HURST
LAWYERS
6910 FANNIN STREET #307N
HOUSTON, TEXAS 77030
(713) 797-0061
FAX (713) 797-6631 — 796-2530

JOHN H. CALDWELL - RETIRED
ERNEST C. HURST - RETIRED

STEVE UNDERWOOD
DAVID B. HURST
ANN CHAFFIN

March 22, 1991

Mr. Dan Jordan
4001 N. Shepherd, Suite 106
Houston, TX 77018

RE: 1217 West Drew; Case No. 81-57339; Dan Jordan, Receiver vs. Estate of Mary I. Kinney and the Unknown Heirs of Mary I. Kinney

Dear Dan:

The suit concerning the property at 1217 West Drew has once again been set on the trial docket for a two-week period beginning April 1, 1991. According to the Clerk of the Court, our case is first on the docket and it will be tried by the Court.

Because of the nature of this proceeding, we should be through in less than half an hour.

We will be in touch during the coming week.

Yours truly,

CALDWELL & HURST

By Ann Chaffin
Ann Chaffin

AC:th

7-30-92
Hunter L. Martin III, Ass't. County Attorney
1001 Preston, Suite 634, Houston, TX 77002
713-755-6065 FAX.NO. (713) 755-8848

cc: Alton Rogers

Mr. Martin: This is the last correspondence I have received concerning Lot 6 Westover Addition. (Cause # 92-28083) Account No. 037-029-000-0006.

Very truly yours

Dan B. Jordan
4001 N. Shepherd #106
Houston, TX 77018-5510

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
§ **KNOWN ALL MEN BY THESR PRESENT**
COUNTY OF HARRIS §

GRANTOR: Dan Jordan
GRANTEE: Rudy Sepolio Jr.

05/21/04 X627959
HC File X627959 300411600 $13.00

CONSIDERATION: For Ten Dollars ($10.00) and other valuable consideration, and the receipt and sufficiency of which is hereby acknowledged and confessed.

CONVEYANCE: for the consideration set out above, Grantor(s), Individually and as Court Appointed Receiver for the benefit of owners named and established in final judgment in cause number 1,149696 pending in the 129th District Court of Harris County, Texas in the undivided proportions therein named, have GRANTED, SOLD and CONVEYED, any by these presents do(es) GRANT, SELL and CONVEY unto Grantee herein all the real property in Harris County Texas described as follows, to-wit;

Lots Six (6) of Block Westover A Subdivision located in Harris County, Houston, Texas according to the map thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas, with all improvements situated thereon, said property and premises also and more commonly known as 1217 W. Drew Street Houston, Texas 77006.

COVENANTS, INTERESTS AND EASEMENT: This conveyance is subject to all restrictive covenants, outstanding mineral interests and easements of record of the office of the County Clerk of Harris County, Texas, affecting the property above described.

HABENDUM CLAUSE: TO HAVE AND TO HOLD the above described premises, together with all singular the rights appurtenances thereto in anywise belonging onto the said Grantee(s), his, executors, administrator, successors and assigns I do bind forever myself my heirs, executors and administrators to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee(s), his heirs, executors, administrator, successors and assigns against every person whomsoever lawfully claiming or to clam the same or any part thereof.

EXECUTED this 16 day of AUGUST, 2003

Clint Sepolio
1219 Damar St.
Houston, TX
77006
Harris County
10-26-08
new expiration

X Dan B. Jordan
Grantor, Dan B. Jordan

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 16TH day of August, 2003, by Dan B. Jordan, Grantor.

Clint Sepolio
Notary Public in and for the
STATE OF TEXAS

CLINT SEPOLIO
Notary Public, State of Texas
My Commission Expires
October 26, 2004

SEAL

FILED
04 MAY 21 AM 9:26
COUNTY CLERK
HARRIS COUNTY, TEXAS

Title Data UN TDI13257 HA X627959.002

QUITCLAIM DEED

DATE: December 20, 2004

GRANTOR: DAN B. JORDAN, Receiver, pursuant to that certain Suit under Cause No J 149,696, in the District Court of Harris County, Texas, 129th Judicial District

GRANTOR'S MAILING ADDRESS (including County):

1530 Hawthorne Street
Houston, TX 77006-3714

GRANTEE: RUDY V. SEPOLIO, JR.

GRANTEE'S MAILING ADDRESS (including County):

14526 Old Katy Road, # 201
Houston, TX 77079

CONSIDERATION:

Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

PROPERTY (including any improvements):

Lot Six (6) of Block Westover A Subdivision located in Harris County, Houston, Texas according to the map thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas, with all improvements situated thereon, said property and premises also and more commonly known as 1217 Wrew Street, Houston, TX 77006.

For the consideration Grantor quitclaims to Grantee all of Grantor's right, title and interest in and to the property, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Neither Grantor nor Grantor's heirs, executors, administrators,

successors or assigns shall have, claim or demand any right or title to the property or any part

thereof.

When the context requires, singular nouns and pronouns include the plural.

Executed on this 20th day of DECEMBER, 2004 (NUNC PRO TUNC)

DAN B. JORDAN
Receiver, pursuant to that certain Suit under Cause No J 149,696, in the District Court of Harris County, Texas, 129th Judicial District

Dan B Jordan

DAN B. JORDAN

ACKNOWLEDGEMENT

STATE OF TEXAS §
:ss
COUNTY OF DALLAS §

On the 20th day of December 2004, before me, the undersigned Notary Public, peronally appeared DAN B. JORDAN, known to me to be the person, or who presented a Texas Driver's License as identification, who executed the within and foregoing instrument, and acknowledged to me that (he) executed the same as (his) free and voluntary act for himself and as Receiver, pursuant to that certain Suit under Cause No J 149,696, in the District Court of Harris County, Texas, 129th Judicial District and Decree confirming sale dated May 16, 1984.

Marcel Malak
Notary Public, State of Texas

My Commission Expires:

July 3, 2005

MARCEIL MALAK
Notary's Printed Name

AFTER RECORDING RETURN TO:

Fidelity National Title Insurance Co.
1945 Walnut Hill Lane

Deed

When the context requires, singular nouns and pronouns include the plural.

Executed on this 20th day of December, 2004

DAN B. JORDAN

Receiver, pursuant to that certain Sale under Court Order in Cause No. 17,000, in the United States District Court, Lonely, Texas, 12000 Federal Center

DAN B. JORDAN

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

On the 20th day of December 2004, before me, the undersigned Notary Public, personally appeared DAN B. JORDAN, known to me to be the person, or who proved to a Texas Justice of Peace to be the identical person, who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act for the uses and purposes therein set forth, pursuant to that certain Sale and Order in Cause No. 17,000, in the United States District Court, Lonely, Texas, 12000 Federal Center and Decree pertaining sale dated May 16, 1984.

Notary Public, State of Texas

My Commission Expires

Notary's Printed Name

AFTER RECORDING RETURN TO:

Rising National Title Insurance Co.
1000 Vision Hill Lane

Fidelity National Title
INSURANCE COMPANY

December 13, 2004

OVERNIGHT FED EX

Mr. Dan B. Jordan
1530 Hawthorne Street
Houston, TX 77006-3714

Re: Commitment No: 04-251917
Proposed Insured: Partners Bank of Texas/Silverwood Builders 1, Inc.
Vesting: Silverwood Builders 1, Inc.
Our Claim No: 177944

Dear Mr. Jordan:

Fidelity National Title, as underwriter, insured a certain loan on real property known as Lot Six (6) of Westover, a subdivision in Harris County, Texas. According to the title work, there was a District Court Suit, dated 4/2/79 under Cause No J 149696 in Harris County where the Court appointed Dan Jordan as receiver for the record owners. The property was sold by Order of Sale and confirmed by decree of sale signed by the Judge 5/16/84.

The sale was made to Nathanial King, et ux as evidenced by the decree confirming the sale. However, there was no deed from Dan Jordan, as receiver, for the benefit of the owners in that Final Judgment to Nathaniel King.

There was a General Warranty Deed dated August 16, 2003 recorded wherein Dan Jordan conveyed to a Rudy Sepolio, Jr. However, the Acknowledgment was notarized by a Clint Sepolio, which would appear to be a relative of Rudy Sepolio, who would not be able to notarize your signature. A copy is attached for your information.

Therefore, I am enclosing a Quit Claim Deed and request that if you are the Dan B. Jordan who acted as the Trustee to sell this property, that you sign it, and return it to me in the enclosed, self-addressed, fed ex envelope. If you have any questions, our toll free number is (888) 310-2316 or my direct line is (972) 812-6463.

Very truly yours,

Stacey Alfonso
Asst. Vice President/Claims Officer

Toll free
877-862
9111

1945 Walnut Hill Lane • Irving, Texas 75038 • (972) 550-8842 • (888) 310-2316 • Fax (972) 550-1955

904-854-8765

QUITCLAIM DEED

DATE: December 20, 2004

GRANTOR: DAN B. JORDAN, Receiver, pursuant to that certain Suit under Cause No J 149,696, in the District Court of Harris County, Texas, 129th Judicial District

GRANTOR'S MAILING ADDRESS (including County):

1530 Hawthorne Street
Houston, TX 77006-3714

GRANTEE: RUDY V. SEPOLIO, JR.

GRANTEE'S MAILING ADDRESS (including County):

14526 Old Katy Road, # 201
Houston, TX 77079

CONSIDERATION:

Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

PROPERTY (including any improvements):

Lot Six (6) of Block Westover A Subdivision located in Harris County, Houston, Texas according to the map thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas, with all improvements situated thereon, said property and premises also and more commonly known as 1217 Wrew Street, Houston, TX 77006.

For the consideration Grantor quitclaims to Grantee all of Grantor's right, title and interest in and to the property, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Neither Grantor nor Grantor's heirs, executors, administrators,

successors or assigns shall have, claim or demand any right or title to the property or any part

thereof.

When the context requires, singular nouns and pronouns include the plural.

Executed on this 20th day of DECEMBER, 2004 (NUNC PRO TUNC)

DAN B. JORDAN
Receiver, pursuant to that certain Suit under Cause No J 149,696, in the District Court of Harris County, Texas, 129th Judicial District

DAN B. JORDAN

ACKNOWLEDGEMENT

STATE OF TEXAS §
:ss
COUNTY OF DALLAS §

On the 20th day of December 2004, before me, the undersigned Notary Public, peronally appeared DAN B. JORDAN, known to me to be the person, or who presented a Texas Driver's License as identification, who executed the within and foregoing instrument, and acknowledged to me that (he) executed the same as (his) free and voluntary act for himself and as Receiver, pursuant to that certain Suit under Cause No J 149,696, in the District Court of Harris County, Texas, 129th Judicial District and Decree confirming sale dated May 16, 1984.

Notary Public, State of Texas

My Commission Expires:

MARCEIL MALAK
Notary's Printed Name

July 3, 2005

AFTER RECORDING RETURN TO:

Fidelity National Title Insurance Co.
1945 Walnut Hill Lane

Irving, TX 75038
Attn: Stacey Alfonso
Claim No: 177944

RONALD B. PRUITT & ASSOCIATES
ATTORNEYS AT LAW
2950 NORTH LOOP WEST, SUITE 270
HOUSTON, TEXAS 77092-8800

TELEPHONE (713) 957-1800
FAX (713) 957-3155

January 27, 2005

Mr. Dan B. Jordan
1530 Hawthorne
Houston, Texas 77006

RE: LOT SIX (6), WESTOVER ADDITION
HARRIS COUNTY, TEXAS

Dear Dan:

On January 24, 2005, we had a Hearing before Judge Dorfman. The Court instructed Fidelity National Title Insurance Company to file an action in his Court to clear title. I will keep you posted.

For your records, enclosed are copies of appropriate documents in this matter.

Very truly yours,

RONALD B. PRUITT

RBP/bsm

Enclosures

Cc: File

No. 1,149,696

MARY LOUISE ARTERBURY, ET AL	§	IN THE DISTRICT COURT
	§	
VS.	§	OF HARRIS COUNTY, TEXAS
	§	
BING ROGERS, ET AL	§	129th JUDICIAL DISTRICT

Interlocutory Default Judgment

BE IT REMEMBERED that on this the 3rd day of Jan., 1979 ~~1978~~, came on to be heard in regular order the above entitled and numbered cause in which MARY LOUISE ARTERBURY, the Estate of KATHRYN ROWELL, ALTON ROGERS, GARY ROGERS and JANET ISBELL are Plaintiffs, and BING ROGERS, BO BIESEL, JOHNNY ROGERS and BETTY KELLEY are Defendants, when came Plaintiffs by and through their attorneys of record and announced ready for trial, but one of the Defendants, BETTY KELLEY, although having been duly cited to appear and answer herein, came not, but wholly made default, whereupon, the Court proceeded and considered the pleadings, the evidence and arguments of counsel, and after being fully apprised is of the opinion and hereby finds that Plaintiffs are entitled to recover judgment of and from BETTY KELLEY and as to her; and that as to her the material allegations contained in Plaintiffs' Second Amended Original Petition are true and correct and that Plaintiffs are entitled to Partition and Sale of the property and distribution of the proceeds in accordance with the respective interests of the parties as therein set forth.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the Plaintiffs, MARY LOUISE ARTERBURY, the Estate of KATHRYN ROWELL, ALTON ROGERS, GARY ROGERS and JANET ISBELL do have a Judgment of Partition and Sale as to Defendant BETTY KELLEY and that her interest in the following described real property in Harris County, Texas is an undivided one-twenty-fourth (1/24th):

Lot No. 6, Westover Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 70, of the Map Records of Harris County, Texas, together with all improvements thereon

SIGNED at Houston, Texas, this the 3rd day of Jan., ~~1978~~ 1979

Thomas J. Stovall
JUDGE

VOL 1661 PAGE 732

APPROVED:

CALDWELL & HURST

By _____
Steve Underwood
Attorneys for Plaintiffs
6910 Fannin, Suite 301-A
Houston, Texas 77030
(713) 797-0061

CERTIFICATE OF ADDRESS

This is to certify that the last known address of BETTY KELLEY is as follows:

1631 Richmond
Apartment #2
Houston, Texas 77006

_____
STEVE UNDERWOOD

VOL 1661 PAGE 733

No. 1,149,696

MARY LOUISE ARTERBURY, ET AL	§	IN THE DISTRICT COURT
	§	
VS.	§	OF HARRIS COUNTY, TEXAS
	§	
BING ROGERS, ET AL	§	129th JUDICIAL DISTRICT

Interlocutory Judgment

BE IT REMEMBERED that on this the 5th day of Sept. 1978, came on to be heard in regular order the above entitled and numbered cause in which MARY LOUISE ARTERBURY, the Estate of KATHRYN ROWELL, ALTON ROGERS, GARY ROGERS and JANET ISBELL are Plaintiffs, and BING ROGERS, JO BIESEL, JOHNNY ROGERS and BETTY KELLEY are Defendants, when came the Plaintiffs by and through their attorneys of record on a Motion to Enter Judgment against Defendant BING ROGERS, said Defendant having been given due notice of the time, date and place of hearing of such Motion, and said Motion to Enter Judgment having been predicated on the Order of this Court concerning the above Plaintiffs' Motion for Summary Judgment against said Defendant BING ROGERS, said Order having been signed and entered on the 24th day of July, 1978, and due notice of said Order having been given to Defendant BING ROGERS herein; and by said Order said Defendant was ordered to amend his pleadings herein or that the aforesaid Motion for Summary Judgment would be granted; and it further appearing to the Court that said pleadings had not been amended within the ordered time, the Court proceeded and considered the aforesaid Motion to Enter Judgment against Defendant BING ROGERS, who, although having been given notice of hearing on said Motion came not and said nothing, whereupon the Court considered the pleadings and arguments of Plaintiffs' counsel and its prior Order and after being further apprised is of the opinion and hereby finds that Plaintiffs are entitled to recover judgment of and from BING ROGERS and as to him; and that as to him, the material allegations contained in Plaintiffs' First Amended Original Petition are true and correct and that Plaintiffs are entitled to Partition and sale of the real property and distribution of the proceeds in accordance with the respective interests of the parties as therein set forth.

VOL 1618 PAGE 495

It is, therefore, ORDERED, ADJUDGED, and DECREED by the Court that the Plaintiffs, MARY LOUISE ARTERBURY, the Estate of KATHRYN ROWELL, ALTON ROGERS, GARY ROGERS, and JANET ISBELL, do have a Judgment of Partition and Sale as to Defendant BING ROGERS and that his interest in the following described real property in Harris County, Texas is an undivided one - twenty-fourth (1/24th):

> Lot No. 6, Westover Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 70, of the Map Records of Harris County, Texas, together with all improvements thereon.

SIGNED at Houston, Texas, this the 21st day of Sept., 1978.

JUDGE PRESIDING

APPROVED AS TO FORM:

CALDWELL & HURST

By Steve Underwood
Steve Underwood
Attorneys for Plaintiffs
6910 Fannin, Suite 301-A
Houston, Texas 77030
(713) 797-0061

BING ROGERS, pro se
#1 East Nichols
Bellville, Texas 77418

CERTIFICATE OF ADDRESS AND SERVICE

This is to certify that I have on this the 12th day of September, 1978, mailed a true and correct copy of Judgment for approval as to form to Mr. Bing Rogers at his last known address: #1 East Nichols, Bellville, Texas 77418.

Steve Underwood
STEVE UNDERWOOD

No. 1,149,696

MARY LOUISE ARTERBURY, ET AL	§	IN THE DISTRICT COURT
	§	
VS.	§	OF HARRIS COUNTY, TEXAS
	§	
BING ROGERS, ET AL	§	129th JUDICIAL DISTRICT

Interlocutory Default Judgment

BE IT REMEMBERED that on this the 27th day of July, 1978, came on to be heard in regular order the above entitled and numbered cause in which MARY LOUISE ARTERBURY, the Estate of KATHRYN ROWELL, ALTON ROGERS, GARY ROGERS and JANET ISBELL are Plaintiffs, and BING ROGERS, JOE BIESEL and JOHNNY ROGERS are Defendants, when came Plaintiffs by and through their attorneys of record and announced ready for trial, but one of the Defendants, JOE BIESEL, although having been duly cited to appear and answer herein, came not, but wholly made default, whereupon, the Court proceeded and considered the pleadings, the evidence and arguments of counsel, and after being fully apprised is of the opinion and hereby finds that Plaintiffs are entitled to recover judgment of and from JOE BIESEL and as to her; and that as to her the material allegations contained in Plaintiffs' First Amended Original Petition are true and correct and that Plaintiffs are entitled to Partition and sale of the property and distribution of the proceeds in accordance with the respective interests of the parties as therein set forth.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the Plaintiffs, MARY LOUISE ARTERBURY, the Estate of KATHRYN ROWELL, ALTON ROGERS, GARY ROGERS and JANET ISBELL do have a Judgment of Partition and Sale as to Defendant JOE BIESEL and that her interest in the following described real property in Harris County, Texas is an undivided one-fourth (1/4th):

> Lot No. 6, Westover Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 70, of the Map Records of Harris County, Texas, together with all improvements thereon.

SIGNED at Houston, Texas, this the 27th day of July, 1978.

Thomas Stratton
JUDGE

VOL. 1594 PAGE 203

APPROVED:

CALDWELL & HURST

By _____
Steve Underwood
Attorneys for Plaintiffs
6910 Fannin, Suite 301-A
Houston, Texas 77030
(713) 797-0061

CERTIFICATE OF ADDRESS

This is to certify that the last known address of JOE BIESEL is as follows: 2304 Robinhood
Houston, Texas 77005

_____
STEVE UNDERWOOD

No. 1,149,696

MARY LOUISE ARTERBURY, ET AL	§	IN THE DISTRICT COURT
	§	
VS.	§	OF HARRIS COUNTY, TEXAS
	§	
BING ROGERS, ET AL	§	129th JUDICIAL DISTRICT

Interlocutory ~~FINAL~~ JUDGMENT

BE IT REMEMBERED that on this the 2nd day of April, 1979, came on to be heard in regular order the above entitled and numbered cause in which MARY LOUISE ARTERBURY, the Estate of KATHRYN ROWELL, ALTON ROGERS, GARY ROGERS and JANET ISBELL are Plaintiffs, and BING ROGERS, JO BIESEL, JOHNNY ROGERS and BETTY KELLEY are Defendants, when came Plaintiffs by and through their attorneys of record and announced ready for trial, and three of the Defendants, BING ROGERS, JO BIESEL and BETTY KELLEY, each having been duly cited to appear and answer herein and each having previously defaulted, and judgment having been previously entered against each by this Court, and the remaining Defendant, JOHNNY ROGERS, having by Waiver duly filed waived issuance and service of process and agreeing to the sale of the real property involved herein, whereupon, the Court proceeded and considered the pleadings, the evidence and arguments of counsel, and after being fully apprised is of the opinion and hereby finds that Plaintiffs and Defendants are the sole owners of and entitled to partition and division in the following shares:

One-fourth	(1/4 th)	to	MARY LOUISE ARTERBURY
One-fourth	(1/4 th)	to	JO BIESEL
One-fourth	(1/4 th)	to	Estate of KATHRYN ROWELL
One-twenty-fourth	(1/24th)	to	JANET ISBELL
One-twenty-fourth	(1/24th)	to	ALTON ROGERS
One-twenty-fourth	(1/24th)	to	BETTY KELLEY
One-twenty-fourth	(1/24th)	to	BING ROGERS
One-twenty-fourth	(1/24th)	to	GARY ROGERS
One-twenty-fourth	(1/24th)	to	JOHNNY ROGERS

VOL. 1703 PAGE 368

of the following described land:

Lot No. 6, Westover Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas, together with all improvements situated.

The Court further finds that the material allegations contained in the Plaintiff's Second Amended Original Petition are true and

correct and that a fair and equitable division of the real estate in kind cannot be made.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the real estate described above shall be sold for cash, by private sale through a court-appoint receiver; that such receiver make application to the Court to approve the terms of sale; and that following the sale the proceeds be returned into Court to be partitioned among the parties, according to their interests as hereinbefore set out, less costs of court, receiver's fees and attorney's fee, for all of which let Order of Sale issue.

SIGNED AND ENTERED this 2nd day of april, 1979.

Thomas L. Pratt Jr.
JUDGE PRESIDING

VOL 1763 PAGE 369

No. 1,149,696

MARY LOUISE ARTERBURY, ET AL	§	IN THE DISTRICT COURT
	§	
VS.	§	OF HARRIS COUNTY, TEXAS
	§	
HING ROGERS, ET AL	§	129th DISTRICT COURT

DECREE CONFIRMING SALE

On this 1st day of ~~September~~ October, 1980, came on to be heard in regular order in the above numbered and styled matter, the Report of Sale by DAN JORDAN, RECEIVER, concerning the following described real property, to-wit:

> Lot No. 6, Westover Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas, together with all improvements situated thereon, said property also known as 1217 West Draw, Houston, Texas;

said sale having been made September 2, 1980, in obedience to and in accordance with the Order of this Court made and entered herein on the 26th day of October, 1979; and it appearing to the Court that said Report of Sale was heretofore filed herein by the Court's Receiver on the 1st day of ~~September~~ October, 1980; and the Court having inquired into the manner in which the sale was made and having considered the contents of said Report of Sale, is satisfied and hereby finds that it is fairly made for a resonable price and is, in all things, in conformity with law and should be, in all things, approved and confirmed; and

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that said sale, as reported, be and the same is hereby in all things approved and confirmed, and DAN JORDAN, RECEIVER, is hereby authorized and directed to make proper conveyance of the aforedescribed property to ROSS W. FISK, the Purchaser named in said Report of Sale, upon compliance by said ROSS W. FISK with the terms of sale as set out in said Report of Sale; and further

ORDERED, ADJUDGED and DECREED that such sale be a private sale for cash; that the terms of such sale be those set forth in the Earnest Money Contract attached to the Report of Sale on file herein; that such sale be consummated as expeditiously as is reasonable under the circumstances, and that such sale be subject to the normal and customary expenses of sale.

SIGNED this the 1st day of Oct, 1980.

Thomas H. Wood

JUDGE PRESIDING

VOL. 1978 PAGE 890

APPROVED:

CALDWELL & HURST

By _____
Steve Underwood
Attorneys for
DAN JORDAN, RECEIVER
6910 Fannin, Suite 301-A
Houston, Texas 77030
(713) 797-0051

VOL 1978 PAGE 900

NO. 1,149,696

MARY LOUISE ARTERBURY, ETAL	§	IN THE DISTRICT COURT OF
	§	
VS.	§	HARRIS COUNTY, T E X A S
	§	
BING ROGERS, ETAL	§	129TH DISTRICT COURT

DECREE CONFIRMING SALE

On this _____ day of MAY 16 1984, 1984, came on to be heard in regular order in the above numbered and styled matter, the Report of Sale by DAN JORDAN, RECEIVER, concerning the following described real property, to-wit:

> Lot No. 6, Westover Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas, together with all improvements situated thereon, said property also known as 1217 West Drew, Houston, Texas;

said sale having been made April 30, 1981, in obedience to and in accordance with the Order of this Court made and entered herein on the 25th day of October, 1979; and it appearing to the Court that said Report of Sale was heretofore filed herein by the Court's Receiver on the 8 day of May, 1984, and the Court having inquired into the manner in which the sale was made and having considered the contents of said Report of Sale, is satisfied and hereby finds that it is fairly made for a reasonable price and is, in all things, in conformity with law and should be, in all things, approved and confirmed; and

IT IS THEREFORE ORDERED, ADJUDGED and DECREED by the Court that said sale, as reported, be and the same is hereby in all things approved and confirmed, and DAN JORDAN, RECEIVER, is hereby authorized and directed to make proper conveyance of the afore-described property to Nathaniel King, et ux, the Purchaser named in said Report of Sale, upon compliance by said Purchaser with the terms of sale as set out in said Report of Sale; and further

ORDERED, ADJUDGED and DECREED that such sale be a private sale; that the terms of such sale be those set forth in the Earnest

VOL 2756 PAGE 02

Money Contract attached to the Report of Sale on file herein; that such sale be consummated as expeditiously as is reasonable under the circumstances, and that such sale be subject to the normal and customary expenses of sale.

SIGNED this 16 day of May, 1984.

JUDGE PRESIDING

APPROVED:

E. CHRIS KAITSON
10120 Northwest Frwy., Ste. 200
Houston, Texas 77092
957-4177
TBA #11079775

13

9

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOWN ALL MEN BY THESR PRESENT
COUNTY OF HARRIS §

GRANTOR: Dan Jordan
GRANTEE: Rudy Sapollo Jr.

05/21/04 X627959
HC File X627959 300411600 $13.00

CONSIDERATION: For Ten Dollars ($10.00) and other valuable consideration, and the receipt and sufficiency of which is hereby acknowledged and confessed.

CONVEYANCE: for the consideration set out above, Grantor(s), Individually and as Court Appointed Receiver for the benefit of owners named and established in final judgment in cause number 1,149696 pending in the 129th District Court of Harris County, Texas in the undivided proportions therein named, have GRANTED, SOLD and CONVEYED, any by these presents do(es) GRANT, SELL and CONVEY unto Grantee herein all the real property in Harris County Texas described as follows, to-wit;

Lots Six (6) of Block Westover A Subdivision located in Harris County, Houston, Texas according to the map thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas, with all improvements situated thereon, said property and premises also and more commonly known as 1217 W. Drew Street Houston, Texas 77006.

D

COVENANTS, INTERESTS AND EASEMENT: This conveyance is subject to all restrictive covenants, outstanding mineral interests and easements of record of the office of the County Clerk of Harris County, Texas, affecting the property above described.

HABENDUM CLAUSE: TO HAVE AND TO HOLD the above described premises, together with all singular the rights appurtenances thereto in anywise belonging onto the said Grantee(s), his, executors, administrator, successors and assigns I do bind forever myself my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee(s), his heirs, executors, administrator, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 16 day of AUGUST, 2003

S&H-32-1252

Title Data AD TDI13400 HA X627959.001

X Dan B. Jordan
Grantor, Dan B. Jordan

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 16th day of August 2003, by Dan B. Jordan, Grantor.

Clint Sepolio
Notary Public in and for the
STATE OF TEXAS

CLINT SEPOLIO
Notary Public, State of Texas
My Commission Expires
October 26, 2004

SEAL

FILED
04 MAY 21 AM 9:26
COUNTY CLERK
HARRIS COUNTY, TEXAS

Title Data AD TDI13400 HA X627959.002

NAT

R.V. Sepolio Tr

14526 Old Katy Rd #201

Houston, Tx. 77079

S95-22-1284

THE STATE OF TEXAS
COUNTY OF HARRIS

MAY 21 2004

COUNTY CLERK
HARRIS COUNTY, TEXAS

Title Data AD TDI13400 HA X627959.003

FIDELITY NATIONAL TITLE INSURANCE COMPANY

10301 Deerwood Park Blvd Suite 102
Jacksonville, Fl 32256
877-862-9111 (Toll Free)
904-854-8944(Direct Line)
904-564-1602 (Fax)
SAlfonso@fnf.com (E-Mail)

3PM
1-24-05

FACSIMILE TRANSMITTAL SHEET

TO: Ron Pruitt, Attorney At Law	FROM: Stacey Alfonso, Asst Vice President
COMPANY:	DATE: January 10, 2005
FAX NUMBER: 713-957-3155	TOTAL NO. OF PAGES INCLUDING COVER: 17
PHONE NUMBER:	PHONE NUMBER: 904-854-8765
RE: Claim No. 177944	FASCIMILE NUMBER: 904-564-1602

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Please deliver to Ron Pruitt.

Thanking you in advance.

Fidelity National Title

INSURANCE COMPANY

Via Facsimile Transmission
Fax No: (713) 957-3155

January 10, 2005

Ron Pruitt
Attorney at law
2950 North Loop West
Suite 270
Houston, TX 77092

Re: Policy/commitment no: 04-251917
Proposed Insured: Pasrners Bank of Texas/Silverwood Builders I, Inc.
Vesting: Silverwood Builders, I, Inc.
Our Claim No: 177944

Dear Mr. Pruitt:

Attached are the following from our file:

1. Interlocutory Default Judgment dtd 3 Jan 1979 to partition the property as to Defendant Betty Kelley and her interest in the property.

2. Interlocutory Judgment dtd 5 Sept. 1978 Ordering a Judgment of Partition and Sale to Defendant Bing Rogers.

3. Interlocutory Default Judgment dtd 27 July 1978 as to Joe Biesel and her interest in the property.

4. Interlocutory Judgment dtd 2 April 1979 Ordering that the real estate be sold for cash through a court appointed receiver, and the proceeds be returned into court to be partitioned amount the parties.

5. Decree Confirming Sale Ordering Dan Jordan, receiver, to make conveyance of the property to Ross W. Fisk.

10301 Deerwood Park Blvd., Suite 102 • Jacksonville, Florida 32256 • (904) 854-8900 • (877) 862-9111 • Fax (904) 564-1602

6. Decree Confirming Sale, dtd May 16, 1984, wherein it is ordered that Dan Jordan, Receiver, be directed to make proper conveyance of the property to Nathaniel King, et ux, the Purchaser, and that the sale be consummated as expeditiously as is reasonable, etc.

Although there are two Order directing the sale to Ross W. Fisk and then the May 16, 1984 directing the sale to Nathaniel King, we find no deed from Dan Jordan to Nathaniel King. However, there is a General Warranty Deed from Dan Jordan to Rudy Sepolio, Jr., who was the seller to our insured, Silverwood Builders.

Therefore, what we are requesting is a Deed from Dan Jordan to Nathaniel King, in accordance with the Decree Confirming Sale, dated May 16, 1984.

I certainly appreciate your assistance in this matter. After you have had the opportunity to review these documents, please give me a call with your thoughts. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Stacey Alfonso
Asst. Vice President

SLA:bfv

Attachments

No. 1,149,696

MARY LOUISE ARTERBURY, ET AL	§	IN THE DISTRICT COURT
	§	
VS.	§	OF HARRIS COUNTY, TEXAS
	§	
BING ROGERS, ET AL	§	129th JUDICIAL DISTRICT

Interlocutory Default Judgment

BE IT REMEMBERED that on this the 3rd day of Jan., 1979 ~~1978,~~ came on to be heard in regular order the above entitled and numbered cause in which MARY LOUISE ARTERBURY, the Estate of KATHRYN ROWELL, ALTON ROGERS, GARY ROGERS and JANET ISBELL are Plaintiffs, and BING ROGERS, BO BIESEL, JOHNNY ROGERS and BETTY KELLEY are Defendants, when came Plaintiffs by and through their attorneys of record and announced ready for trial, but one of the Defendants, BETTY KELLEY, although having been duly cited to appear and answer herein, came not, but wholly made default, whereupon, the Court proceeded and considered the pleadings, the evidence and arguments of counsel, and after being fully apprised is of the opinion and hereby finds that Plaintiffs are entitled to recover judgment of and from BETTY KELLEY and as to her; and that as to her the material allegations contained in Plaintiffs' Second Amended Original Petition are true and correct and that Plaintiffs are entitled to Partition and Sale of the property and distribution of the proceeds in accordance with the respective interests of the parties as therein set forth.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the Plaintiffs, MARY LOUISE ARTERBURY, the Estate of KATHRYN ROWELL, ALTON ROGERS, GARY ROGERS and JANET ISBELL do have a Judgment of Partition and Sale as to Defendant BETTY KELLEY and that her interest in the following described real property in Harris County, Texas is an undivided one-twenty-fourth (1/24th):

Lot No. 6, Westover Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 70, of the Map Records of Harris County, Texas, together with all improvements thereon

SIGNED at Houston, Texas, this the 3rd day of Jan., ~~1978.~~ 1979

Thomas J. Stovall Jr.
JUDGE

VOL 1661 PAGE 732

APPROVED:

CALDWELL & HURST

By _____
Steve Underwood
Attorneys for Plaintiffs
6910 Fannin, Suite 301-A
Houston, Texas 77030
(713) 797-0061

CERTIFICATE OF ADDRESS

This is to certify that the last known address of BETTY KELLEY is as follows:

1631 Richmond
Apartment #2
Houston, Texas 77006

_____
STEVE UNDERWOOD

VOL 1661 PAGE 733

No. 1,149,696

MARY LOUISE ARTERBURY, ET AL	§	IN THE DISTRICT COURT
	§	
VS.	§	OF HARRIS COUNTY, TEXAS
	§	
BING ROGERS, ET AL	§	129th JUDICIAL DISTRICT

Interlocutory Judgment

BE IT REMEMBERED that on this the 5th day of Sept. 1978, came on to be heard in regular order the above entitled and numbered cause in which MARY LOUISE ARTERBURY, the Estate of KATHRYN ROWELL, ALTON ROGERS, GARY ROGERS and JANET ISBELL are Plaintiffs, and BING ROGERS, JO BIESEL, JOHNNY ROGERS and BETTY KELLEY are Defendants, when came the Plaintiffs by and through their attorneys of record on a Motion to Enter Judgment against Defendant BING ROGERS, said Defendant having been given due notice of the time, date and place of hearing of such Motion, and said Motion to Enter Judgment having been predicated on the Order of this Court concerning the above Plaintiffs' Motion for Summary Judgment against said Defendant BING ROGERS, said Order having been signed and entered on the 24th day of July, 1978, and due notice of said Order having been given to Defendant BING ROGERS herein; and by said Order said Defendant was ordered to amend his pleadings herein or that the aforesaid Motion for Summary Judgment would be granted; and it further appearing to the Court that said pleadings had not been amended within the ordered time, the Court proceeded and considered the aforesaid Motion to Enter Judgment against Defendant BING ROGERS, who, although having been given notice of hearing on said Motion came not and said nothing, whereupon the Court considered the pleadings and arguments of Plaintiffs' counsel and its prior Order and after being further apprised is of the opinion and hereby finds that Plaintiffs are entitled to recover judgment of and from BING ROGERS and as to him; and that as to him, the material allegations contained in Plaintiffs' First Amended Original Petition are true and correct and that Plaintiffs are entitled to Partition and sale of the real property and distribution of the proceeds in accordance with the respective interests of the parties as therein set forth.

VOL 1618 PAGE 495

It is, therefore, ORDERED, ADJUDGED, and DECREED by the Court that the Plaintiffs, MARY LOUISE ARTERBURY, the Estate of KATHRYN ROWELL, ALTON ROGERS, GARY ROGERS, and JANET ISBELL, do have a Judgment of Partition and Sale as to Defendant BING ROGERS and that his interest in the following described real property in Harris County, Texas is an undivided one - twenty-fourth (1/24th):

> Lot No. 6, Westover Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 70, of the Map Records of Harris County, Texas, together with all improvements thereon.

SIGNED at Houston, Texas, this the 21st day of Sept., 1978.

JUDGE PRESIDING

APPROVED AS TO FORM:

CALDWELL & HURST

By _____
Steve Underwood
Attorneys for Plaintiffs
6910 Fannin, Suite 301-A
Houston, Texas 77030
(713) 797-0061

_____
BING ROGERS, pro se
#1 East Nichols
Bellville, Texas 77418

CERTIFICATE OF ADDRESS AND SERVICE

This is to certify that I have on this the 12th day of September, 1978, mailed a true and correct copy of Judgment for approval as to form to Mr. Bing Rogers at his last known address: #1 East Nichols, Bellville, Texas 77418.

_____
STEVE UNDERWOOD

No. 1,149,696

MARY LOUISE ARTERBURY, ET AL	§	IN THE DISTRICT COURT
	§	
VS.	§	OF HARRIS COUNTY, TEXAS
	§	
BING ROGERS, ET AL	§	129th JUDICIAL DISTRICT

Interlocutory Default Judgment

BE IT REMEMBERED that on this the 27th day of July, 1978, came on to be heard in regular order the above entitled and numbered cause in which MARY LOUISE ARTERBURY, the Estate of KATHRYN ROWELL, ALTON ROGERS, GARY ROGERS and JANET ISBELL are Plaintiffs, and BING ROGERS, JOE BIESEL and JOHNNY ROGERS are Defendants, when came Plaintiffs by and through their attorneys of record and announced ready for trial, but one of the Defendants, JOE BIESEL, although having been duly cited to appear and answer herein, came not, but wholly made default, whereupon, the Court proceeded and considered the pleadings, the evidence and arguments of counsel, and after being fully apprised is of the opinion and hereby finds that Plaintiffs are entitled to recover judgment of and from JOE BIESEL and as to her; and that as to her the material allegations contained in Plaintiffs' First Amended Original Petition are true and correct and that Plaintiffs are entitled to Partition and sale of the property and distribution of the proceeds in accordance with the respective interests of the parties as therein set forth.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the Plaintiffs, MARY LOUISE ARTERBURY, the Estate of KATHRYN ROWELL, ALTON ROGERS, GARY ROGERS and JANET ISBELL do have a Judgment of Partition and Sale as to Defendant JOE BIESEL and that her interest in the following described real property in Harris County, Texas is an undivided one-fourth (1/4th):

> Lot No. 6, Westover Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 70, of the Map Records of Harris County, Texas, together with all improvements thereon.

SIGNED at Houston, Texas, this the 27th day of July, 1978.

Thomas Stratton
JUDGE

VOL 1594 PAGE 203

APPROVED:

CALDWELL & HURST

By _____
Steve Underwood
Attorneys for Plaintiffs
6910 Fannin, Suite 301-A
Houston, Texas 77030
(713) 797-0061

CERTIFICATE OF ADDRESS

This is to certify that the last known address of JOE BIESEL is as follows: 2304 Robinhood
Houston, Texas 77005

_____
STEVE UNDERWOOD

No. 1,149,696

MARY LOUISE ARTERBURY, ET AL	§	IN THE DISTRICT COURT
	§	
VS.	§	OF HARRIS COUNTY, TEXAS
	§	
BING ROGERS, ET AL	§	129th JUDICIAL DISTRICT

Interlocutory ~~Final~~ JUDGMENT

BE IT REMEMBERED that on this the 2nd day of April, 1979, came on to be heard in regular order the above entitled and numbered cause in which MARY LOUISE ARTERBURY, the Estate of KATHRYN ROWELL, ALTON ROGERS, GARY ROGERS and JANET ISBELL are Plaintiffs, and BING ROGERS, JO BIESEL, JOHNNY ROGERS and BETTY KELLEY are Defendants, when came Plaintiffs by and through their attorneys of record and announced ready for trial, and three of the Defendants, BING ROGERS, JO BIESEL and BETTY KELLEY, each having been duly cited to appear and answer herein and each having previously defaulted, and judgment having been previously entered against each by this Court, and the remaining Defendant, JOHNNY ROGERS, having by Waiver duly filed waived issuance and service of process and agreeing to the sale of the real property involved herein, whereupon, the Court proceeded and considered the pleadings, the evidence and arguments of counsel, and after being fully apprised is of the opinion and hereby finds that Plaintiffs and Defendants are the sole owners of and entitled to partition and division in the following shares:

One-fourth	(1/4 th)	to	MARY LOUISE ARTERBURY
One-fourth	(1/4 th)	to	JO BIESEL
One-fourth	(1/4 th)	to	Estate of KATHRYN ROWELL
One-twenty-fourth	(1/24th)	to	JANET ISBELL
One-twenty-fourth	(1/24th)	to	ALTON ROGERS
One-twenty-fourth	(1/24th)	to	BETTY KELLEY
One-twenty-fourth	(1/24th)	to	BING ROGERS
One-twenty-fourth	(1/24th)	to	GARY ROGERS
One-twenty-fourth	(1/24th)	to	JOHNNY ROGERS

of the following described land:

Lot No. 6, Westover Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas, together with all improvements situated.

The Court further finds that the material allegations contained in the Plaintiff's Second Amended Original Petition are true and

VOL 1703 PAGE 388

correct and that a fair and equitable division of the real estate in kind cannot be made.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the real estate described above shall be sold for cash, by private sale through a court-appoint receiver; that such receiver make application to the Court to approve the terms of sale; and that following the sale the proceeds be returned into Court to be partitioned among the parties, according to their interests as hereinbefore set out, less costs of court, receiver's fees and attorney's fee, for all of which let Order of Sale issue.

SIGNED AND ENTERED this 2nd day of april, 1979.

Thomas L. Strait Jr.
JUDGE PRESIDING

VOL 1703 PAGE 389

No. 1,149,696

MARY LOUISE ARTERBURY, ET AL	§	IN THE DISTRICT COURT
	§	
VS.	§	OF HARRIS COUNTY, TEXAS
	§	
BING ROGERS, ET AL	§	129th DISTRICT COURT

DECREE CONFIRMING SALE

On this 1st day of ~~September~~ October, 1980, came on to be heard in regular order in the above numbered and styled matter, the Report of Sale by DAN JORDAN, RECEIVER, concerning the following described real property, to-wit:

> Lot No. 6, Westover Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas, together with all improvements situated thereon, said property also known as 1217 West Drew, Houston, Texas;

said sale having been made September 2, 1980, in obedience to and in accordance with the Order of this Court made and entered herein on the 26th day of October, 1979; and it appearing to the Court that said Report of Sale was heretofore filed herein by the Court's Receiver on the 1st day of ~~September~~ October, 1980; and the Court having inquired into the manner in which the sale was made and having considered the contents of said Report of Sale, is satisfied and hereby finds that it is fairly made for a resonable price and is, in all things, in conformity with law and should be, in all things, approved and confirmed; and

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that said sale, as reported, be and the same is hereby in all things approved and confirmed, and DAN JORDAN, RECEIVER, is hereby authorized and directed to make proper conveyance of the aforediscribed property to ROSS W. FISK, the Purchaser named in said Report of Sale, upon compliance by said ROSS W. FISK with the terms of sale as set out in said Report of Sale; and further

ORDERED, ADJUDGED and DECREED that such sale be a private sale for cash; that the terms of such sale be those set forth in the Earnest Money Contract attached to the Report of Sale on file herein; that such sale be consummated as expeditiously as is reasonable under the circumstances, and that such sale be subject to the normal and customary expenses of sale.

SIGNED this the 1st day of Oct, 1980.

Thomas H. Ford
JUDGE PRESIDING

VOL 1978 PAGE 899

APPROVED:

CALDWELL & HURST

By _____
Steve Underwood
Attorneys for
DAN JORDAN, RECEIVER
6910 Fannin, Suite 301-A
Houston, Texas 77030
(713) 797-0091

VOL. 1978 PAGE 900

NO. 1,149,696

MARY LOUISE ARTERBURY, ETAL	$	IN THE DISTRICT COURT OF
	$	
VS.	$	HARRIS COUNTY, T E X A S
	$	
BING ROGERS, ETAL	$	129TH DISTRICT COURT

DECREE CONFIRMING SALE

On this _____day of MAY 10 1984, 1984, came on to be heard in regular order in the above numbered and styled matter, the Report of Sale by DAN JORDAN, RECEIVER, concerning the following described real property, to-wit:

> Lot No. 6, Westover Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas, together with all improvements situated thereon, said property also known as 1217 West Drew, Houston, Texas;

said sale having been made April 30, 1981, in obedience to and in accordance with the Order of this Court made and entered herein on the 25th day of October, 1979; and it appearing to the Court that said Report of Sale was heretofore filed herein by the Court's Receiver on the 8 day of May, 1984, and the Court having inquired into the manner in which the sale was made and having considered the contents of said Report of Sale, is satisfied and hereby finds that it is fairly made for a reasonable price and is, in all things, in conformity with law and should be, in all things, approved and confirmed; and

IT IS THEREFORE ORDERED, ADJUDGED and DECREED by the Court that said sale, as reported, be and the same is hereby in all things approved and confirmed, and DAN JORDAN, RECEIVER, is hereby authorized and directed to make proper conveyance of the afore-described property to Nathaniel King, et ux, the Purchaser named in said Report of Sale, upon compliance by said Purchaser with the terms of sale as set out in said Report of Sale; and further

ORDERED, ADJUDGED and DECREED that such sale be a private sale; that the terms of such sale be those set forth in the Earnest

VOL. 2756 PAGE 02

Money Contract attached to the Report of Sale on file herein; that such sale be consummated as expeditiously as is reasonable under the circumstances, and that such sale be subject to the normal and customary expenses of sale.

SIGNED this 16 day of May, 1984.

JUDGE PRESIDING

APPROVED:

E. CHRIS KAITSON
10120 Northwest Frwy., Ste. 200
Houston, Texas 77092
957-4177
TBA #11079775

13

9

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENT
COUNTY OF HARRIS §

GRANTOR: Dan Jordan
GRANTEE: Rudy Sapollo Jr.

05/21/04 X627959
MC FILE X627959 300411600 $13.00

CONSIDERATION: For Ten Dollars ($10.00) and other valuable consideration, and the receipt and sufficiency of which is hereby acknowledged and confessed.

CONVEYANCE: for the consideration set out above, Grantor(s), Individually and as Court Appointed Receiver for the benefit of owners named and established in final judgment in cause number 1,149696 pending in the 129th District Court of Harris County, Texas in the undivided proportions therein named, have GRANTED, SOLD and CONVEYED, any by these presents do(es) GRANT, SELL and CONVEY unto Grantee herein all the real property in Harris County Texas described as follows, to-wit;

Lots Six (6) of Block Westover A Subdivision located in Harris County, Houston, Texas according to the map thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas, with all improvements situated thereon, said property and premises also and more commonly known as 1217 W. Drew Street Houston, Texas 77006.

COVENANTS, INTERESTS AND EASEMENT: This conveyance is subject to all restrictive covenants, outstanding mineral interests and easements of record of the office of the County Clerk of Harris County, Texas, affecting the property above described.

HABENDUM CLAUSE: TO HAVE AND TO HOLD the above described premises, together with all singular the rights appurtenances thereto in anywise belonging onto the said Grantee(s), his, executors, administrator, successors and assigns I do bind forever myself my heirs, executors and administrators to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee(s), his heirs, executors, administrator, successors and assigns against every person whomsoever lawfully claiming or to clam the same or any part thereof.

EXECUTED this 16 day of AUGUST, 2003

586-32-1252

D

Title Data AD TDT13400 HA X627959.001

X Dan B. Jordan
Grantor, Dan B. Jordan

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 16th day of August, 2003, by Dan B. Jordan, Grantor.

Notary Public in and for the
STATE OF TEXAS

CLINT SEPOLIO
Notary Public, State of Texas
My Commission Expires
October 26, 2004

SEAL

FILED
04 MAY 21 AM 9:26
COUNTY CLERK
HARRIS COUNTY, TEXAS

Title Data AD TDI13400 HA X627959.002

NPT

R.V. Sepulio Tr

14526 Old Katy Rd #201

Houston, Tx. 77079

685-32-1284

THE STATE OF TEXAS
COUNTY OF HARRIS

MAY 21 2004

COUNTY CLERK
HARRIS COUNTY, TEXAS

Title Data AD TDI13400 HA X627959.003

CALDWELL & HURST
LAWYERS
6910 FANNIN STREET
HOUSTON, TEXAS 77030
(713) 797-0061

April 15, 1985

JOHN H. CALDWELL
ERNEST C. HURST

STEVE UNDERWOOD
DAVID B. HURST

Mr. M. O. Price
Stewart Title Co.
P. O. Box 1504
Houston, TX 77251-1504

RE: GF #12232

Dear Mr. Price:

The undersigned represents the undivided owners of the property covered by the referenced GF number and I have enclosed a copy of the earlier title report.

Since the time this title report was prepared, I filed a suit against and obtained a quit claim deed from James Earthman. Additionally, I have filed suit against Mary Gayle, also known as Mary Kinney, and against her Independent Executrix and against Ms. Gayle's unknown heirs. I have enclosed a copy of this suit.

My research indicates that Mary Gayle, also known as Mary Kinney, died testate and that her will made no attempt to dispose of this property and had no residuary clause disposing of real property.

My clients desire to sell it and I desire to have the sale handled by you. Would you mind reviewing the enclosed and advising if you will require a judgment against or a deed from the Independent Executrix, in addition to a judgment against the unknown heirs.

Please advise should you require any additional materials or information.

Sincerely,

CALDWELL & HURST

By Steve Underwood
Steve Underwood

SU:th
Enclosures

cc: Mr. Dan Jordan
1402 Dunlavy, Room 4
Houston, TX 77019

NPT

R.V. Sepolio Tr

14526 Old Katy Rd # 201

Houston, Tx. 77079

584-32-1284

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

MAY 21 2004

Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Title Data UN TDI13257 HA X627959.003

Irving, TX 75038
Attn: Stacey Alfonso
Claim No: 177944

CALDWELL & HURST
LAWYERS
6910 FANNIN STREET
HOUSTON, TEXAS 77030
(713) 797-0061

JOHN H. CALDWELL
ERNEST C. HURST

STEVE UNDERWOOD
DAVID B. HURST

April 15, 1985

Mrs. Mary Moffitt Olson
2304 Robinhood
Houston, TX 77005

Mr. Henry Rowell
P. O. Box 294
Gladewater, TX 75647

Ms. Mary Louise Arterbury
c/o Sue Strobel
Rt. 1, Box 865
Flagstaff, AZ 86001

Mr. Alton Rogers
Rt. 2, Box 530
Manvel, TX 77578

Ms. Betty Haley
610 West Lavielle
Kirbyville, TX 75965

Mr. Bing Rogers
#1 East Nichols
Bellville, TX 77418

Mr. Gary Rogers
P. O. Box 13094
San Antonio, TX 78213

Mr. Johnny Rogers
312 Driveway St.
Fairbanks, Alaska 99701

Ms. Janet Isbell
4515 N. Braeswood, #21313
Houston, TX 77096

RE: Case No. 81-57399; Dan Jordan, Receiver vs. Margaret Mattison, Independent Executrix of the Estate of Mary I. Kinney, Deceased, also known as Mary Gayle and the Unknown Heirs of Mary I. Kinney, a/k/a Mary Gayle; 157th District Court

RE: Case No. 80-17410; Dan Jordan, Receiver vs. James Bradshaw Earthman; 129th District Court

RE: Case No. 1,149,696; Mary Louise Arterbury, et al vs. Bing Rogers, et al; 129th District Court

Ladies and Gentlemen:

Each of the captioned causes concern Lot 6 of Westover Addition, located in Houston, Harris County, Texas, in which each of you claim, or at some point claimed, an interest. This property is commonly known as 1217 West Drew. As some of you know, the improvements located on the property are in a rather dilapidated condition. However, the property's real value is the underlying real estate and not in the improvements.

So that those of you who are unfamiliar can have the background, I will review each of the captioned suits so that you will know the status of case.

Mr. Mary Moffitt Olson
2394 Redwood
Houston, TX 77005

Mr. Henry Howell
P. O. Box 884
Gladewater, TX 75647

Ms. Mary Louise Artsbury
c/o Joe Wrenn
Rt. 1, Box 845
Flagstaff, AZ 86001

Mr. Alice Rogers
Rt. 1, Box 550
Mineral, TX 77278

Ms. Betty Haley
810 West Lavialle
Kirbyville, TX 75985

Mr. Bing Rogers
21 East Nichols
Bellville, TX 77418

Mr. Gary Rogers
P. O. Box 15094
San Antonio, TX 78213

Mr. Johnny Rogers
312 Driveway St.
Fairbanks, Alaska 99701

Ms. Janet Isbell
4515 N. Braeswood, #1313
Houston, TX 77096

RE: Case No. 81-57198; Dan Jordan, Receiver vs. Meryvest Matlison, Independent Executrix of the Estate of Mary L. Kinney, Deceased, also known as Mary Gayle and the Unknown Heirs of Mary L. Kinney, a/k/a Mary Gayle 157th District Court

RE: Case No. 80-17412; Dan Jordan, Receiver vs. James Bradshaw Eastman 189th District Court

RE: Case No. 115,896; Mary Louise Artsbury, et al vs. Bing Rogers, et al 122nd District Court

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Ladies and Gentlemen

Each of the captioned cases concerns Lot 6 of Westover Addition, located in Houston, Harris County, Texas, in which each of you claim, or at some point claimed, an interest. This property is commonly known as 1217 West Drew. As some of you know, the improvements located on the property are in a rather dilapidated condition. However, the property's real value is the underlying real estate and not in the improvements.

So that those of you who are unfamiliar can have the background, I will review each of the captioned suits so that you will know the status of each.

In October of 1977, John Caldwell, a partner in this firm, filed a partition suit (Case No. 1,149,696) for a division of the interests in the lot. In April, 1979, the Court entered a judgment declaring the ownership to be as follows:

1/4th	-	Mary Louise Arterbury
1/4th	-	Jo Biesel
1/4th	-	the Estate of Kathryn Rowell
1/24th	-	Janet Isbell
1/24th	-	Alton Rogers
1/24th	-	Betty Kelley
1/24th	-	Bing Rogers
1/24th	-	Johnny Rogers
1/24th	-	Gary Rogers

Thereafter the Court appointed a receiver to sell the property and divide the proceeds after real estate commission, attorneys fees and court costs in the above proportions.

When the first attempt to sell the property was placed with a title company, the title examiner raised a question over a deed from Zeno J. Gayle to Mary Gayle which was dated in November, 1972. At the time this deed was signed (purportedly by Mr. Gayle), he did not own any interest in the property. Additionally, in September of 1976, Mrs. Gayle deeded an undivided one quarter of the property to a Houston attorney: James Earthman.

We attempted to have Mr. Earthman sign his interest back to us and when he refused, a suit was filed against him in April of 1980. In June of 1980, Mr. Earthman signed a quit claim deed and his interest now belongs to the receiver. In the interim, Mrs. Gayle (who had changed her name to Kinney), died and left a will which conveyed all of her personal property, but made no disposition of the remaining three quarters of the lot she purported to own. To complicate matters more, three separate will contests were filed by persons claiming an interest in her estate.

When an executrix was finally appointed by the Probate Court, suit was filed to clear the title against Ms. Kinney's estate and her unknown heirs (November, 1981). We have had the unknown heirs served by publication, and the Court has appointed an attorney ad litem to represent the unknown heirs. We intend to ask the Court for a hearing at the earliest opportunity whch we believe will be in late May or early June, 1985.

In the interim, we are conducting research to determine if it will be necessary to continue efforts to serve the independent executrix. In this regard, I have written to Stewart Title Company to ask them if they will insure the title if the Independent Executor is dismissed from the case.

Each of you should be aware that the City of Houston is greatly concerned about the condition of this property, both from the standpoint that the house is in a dilapidated condition and because the weeds and brush are creating a nuisance. I do not have an estimate about what the cleanup work and demolition of the house would cost. In the event the City has one of its crews to do it, it will likely cost considerably more than a private contractor and the City will place him on the property for this work.

In October of 1977, Jean Caldwell, a partner in this firm, filed a partition suit (Case No. L183,928) for a division of the interests in the lot. In April, 1978, the Court entered a judgment declaring the ownership to be as follows:

1/4th	-	Mary Louise Arterbury
1/4th	-	Jo Hines
1/4th	-	the Estate of Kathryn Howell
1/24th	-	Janet Isaac
1/24th	-	Alice Rogers
1/24th	-	Betty Kelley
1/24th	-	Ray Rogers
1/24th	-	Johnny Rogers
1/24th	-	Gary Rogers

Thereafter the Court appointed a receiver to sell the property and divide the proceeds after real estate commission, attorney fees and court costs in the above proportions.

When the first attempt to sell the property was plagued with a title problem, the title examiner raised a question over a deed from Jane C. Gayle to Mary Gayle which had dated in November, 1972. At the time the deed was signed (purportedly by Mr. Gayle), he did not own any interest in the property. Additionally, in September of 1973, Mrs. Gayle deeded an undivided one quarter of the property to a Houston attorney, James Earthman.

We attempted to have Mr. Earthman sign his interest back to us and when he refused, a suit was filed against him in April of 1980. In June of 1980, Mr. Earthman signed a quit claim deed and his interest now belongs to the receiver. In the interim, Mrs. Gayle (who had changed her name to Kinney), died and left a will which conveyed all of her personal property, but made no disposition of the remaining three quarters of the lot she purported to own. To complicate matters more, three separate will contests were filed by persons claiming an interest in her estate.

When an executrix was finally appointed by the Probate Court, suit was filed to clear the title against Ms. Kinney's estate and her unknown heirs (November, 1981). We have had the unknown heirs served by publication, and the Court has appointed an attorney ad litem to represent the unknown heirs. We intend to ask the Court for a hearing at the earliest opportunity which we believe will be in late May or early June, 1982.

In the interim, we are conducting research to determine if it will be necessary to mortgage efforts to serve the independent executrix. In this regard, I have written to Stewart Title Company to ask them if they will insure the title if the Independent Executor is dismissed from the case.

Each of you should be aware that the City of Houston is greatly concerned about the condition of this property, both from the standpoint that the house is in a dilapidated condition and because the weeds and brush are creating a nuisance. I do not have an estimate about what the cleanup work and demolition of the house would cost. In the event the City has one of its crews to do it, it will likely cost considerably more than a private contractor and the City will place lien on the property for this work.

As I am sure each of you know, none of the real estate taxes on the property have been paid in several years.

If any of you have any suggestions about what, if anything, to do about these items, please advise.

It is difficult to estimate the value of this property, although offers in excess of $50,000.00 have been received. My personal estimate is that it has a value in excess of $60,000.00 at present, which does not include deductions for ad valorem property taxes, legal fees and expenses, and the lien charges in the event the City of Houston demolishes the house and does upkeep. It would be my feeling, however, that at closing and after all expenses and fees, there should be roughly $40,000.00 available for distribution, if the house is sold for cash.

Please advise should you have any questions or comments.

Sincerely,

CALDWELL & HURST

By _____
Steve Underwood

SU:th

cc: Mr. Dan Jordan
1402 Dunlavy, Room 4
Houston, TX 77019

As I am sure each of you know, none of the real estate taxes on the property have been paid in several years.

If any of you have any suggestions about what, if anything, to do about these items, please advise.

It is difficult to estimate the value of this property, although offers in excess of $30,000.00 have been received. My personal estimate is that it has a value in excess of $40,000.00 at present, which does not include deductions for ad valorem property taxes, legal fees and expenses, and the lien charges in the event the City of Houston demolishes the house and does undertake. It would be my feeling, however, that at closing and after all expenses and fees, there should be roughly $20,000.00 available for distribution, if the house is sold for cash.

Please advise should you have any questions or comments.

Sincerely,

CALDWELL & HURST

By: _____
Steve Underwood

Sincerely

cc: Mr. Dan Jordan
1443 Dunlavy, Room 4
Houston, TX 77019

September 2, 1992

MIKE DRISCOLL
county attorney

1001 Preston, Suite 634
Houston, Texas 77002-1891
713/221-5101
Fax # 713/225-8924

Ms. Ann Chaffin
CHAFFIN & HURST
6910 Fannin Street
Houston, Texas 77030

RE: CAUSE NO. 92-28083 HOUSTON INDEPENDENT SCHOOL DISTRICT VS. DAN JORDAN.

Dear Ms. Chaffin:

Pursuant to our telephone conversation yesterday set forth below are the deed references resulting in the assertion of Dan Jordan's interest in the above reference matter.

10/1/76 Mary Gayle to James B. Earthman, III
Warranty Deed 1/4 undivided interest #150-84-2094.

6/19/80 James B. Earthman, III to Dan Jordan, receiver
Quitclaim Deed all interest #160-84-2094.

Mr. Jordan is clearly named in his capacity as receiver for the benefit of all parties involved in the lawsuit, Mary Louise Arterbury vs. Bing Rogers, Cause No.1,149,696.

A cursory search indicates that Ms Gayle was granted an interest in the property in 1976 (by #150-01-1669). It appears, therefore, that Mr. Jordan, as receiver, may need to be named in the property tax lawsuit.

As a practical matter it will be difficult to take a judgment in the lawsuit, given the state of the title. And it would not appear possible to maintain a claim of personal liability to Mr. Jordan.

Again, thank you for your assistance. If this office can be of any help to you please do not hesitate to contact me.

Sincerely,

MIKE DRISCOLL- 99999940
COUNTY ATTORNEY

By: Hunter L. Martin III
HUNTER L. MARTIN, III
ASSISTANT COUNTY ATTORNEY
1001 PRESTON, SUITE 634
HOUSTON, TEXAS 77002-1891
(713) 755-6065
(FAX) 755-8848

C: Dan Jordan

First Assistant: Marsha L. Floyd • Bureau Chiefs: James E. McKnight, Admin. Services, Jerry B. Schank, David R. Hurley • Division Chiefs: Dori A. Wind, Harold M. Streicher, Russell L. Drake, Mary J. McKerall, Donald W. Jackson, Frank E. Sanders, Richard S. Hill

September 2, 1992

MIKE DRISCOLL
county attorney

1001 Preston, Suite 634
Houston, Texas 77002-1891
713/221-5101
Fax # 713/225-8924

Mr. Dan Jordan
4001 N. Shepherd #106
Houston, Texas 77018-5510

RE: CAUSE NO. 92-28083 HOUSTON INDEPENDENT SCHOOL DISTRICT VS. DAN JORDAN.

Dear Mr. Jordan:

Pursuant to our conversations and the title material that you have provided, this office has investigated the claim by Houston Independent School District that you have an interest in the property involved in the above referenced lawsuit.

As the enclosed letter to Ann Chaffin sets forth, James B. Earthman granted all of his interest in the property to you, in your capacity as a receiver in lawsuit #1,149,696, through a quitclaim deed recorded June 19, 1980. A review of the file of that lawsuit indicates that a sale of the property was never consummated. In addition I could not find any other documents which would indicate that a transfer occurred.

Although such a situation would make it difficult, if not impossible, to find you personally liable for the taxes claimed in the H.I.S.D. lawsuit, it does mean that your status as receiver of the property would require that you remain in the lawsuit. Given this circumstance you may want to file an answer in the action. I have already spoken to Ms. Chaffin about this situation and you may want to contact her.

Thank you for your attention and assistance with this matter. If I can be of any further help in this or any other situation, please feel free to contact me.

Sincerely,

MIKE DRISCOLL- 99999940
COUNTY ATTORNEY

By: Hunter L. Martin III

HUNTER L. MARTIN, III
ASSISTANT COUNTY ATTORNEY
1001 PRESTON, SUITE 634
HOUSTON, TEXAS 77002-1891
(713) 755-6065
(FAX) 755-8848

Enclosure

First Assistant: Marsha L. Floyd • Bureau Chiefs: James E. McKnight, Admin. Services, Jerry B. Schank, David R. Hurley • Division Chiefs: Dori A. Wind, Harold M. Streicher, Russell L. Drake, Mary J. McKerall, Donald W. Jackson, Frank E. Sanders, Richard S. Hill

QUITCLAIM DEED

DATE: December 20, 2004

GRANTOR: DAN B. JORDAN, Receiver, pursuant to that certain Suit under Cause No J 149,696, in the District Court of Harris County, Texas, 129th Judicial District

GRANTOR'S MAILING ADDRESS (including County):

1530 Hawthorne Street
Houston, TX 77006-3714

GRANTEE: RUDY V. SEPOLIO, JR.

GRANTEE'S MAILING ADDRESS (including County):

14526 Old Katy Road, # 201
Houston, TX 77079

CONSIDERATION:

Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

PROPERTY (including any improvements):

Lot Six (6) of Block Westover A Subdivision located in Harris County, Houston, Texas according to the map thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas, with all improvements situated thereon, said property and premises also and more commonly known as 1217 Wrew Street, Houston, TX 77006.

For the consideration Grantor quitclaims to Grantee all of Grantor's right, title and interest in and to the property, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Neither Grantor nor Grantor's heirs, executors, administrators,

successors or assigns shall have, claim or demand any right or title to the property or any part

QUITCLAIM DEED

DATE: December 20, 2014

GRANTOR: JOAN B. JORDAN. Receiver pursuant to that certain Sub under Cause No. 1 [illegible], in the District Court of Harris County, Texas, 270th Judicial District

GRANTOR'S MAILING ADDRESS (including County):

1230 Rio Grande Street
Houston, TX 77006-1714

GRANTEE: LOUIS V. SEPULVEDA, JR.

GRANTEE'S MAILING ADDRESS (including County):

14526 Old Katy Road # 201
Houston, TX 77079

CONSIDERATION:

Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

PROPERTY (including any improvements):

Lot Six (6) of Block Twelve A Subdivision located in Harris County, Houston, Texas, according to the map thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas, with all improvements situated thereon, and property and premises also and more commonly known as 1217 Wayne Street, Houston, TX 77006.

For the consideration Grantor quitclaims to Grantee all of Grantor's right, title and interest in and to the property, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Neither Grantor nor Grantor's heirs, executors, administrators, successors or assigns shall have, claim or demand any right or title to the property or any part

thereof.

When the context requires, singular nouns and pronouns include the plural.

Executed on this 20th day of DECEMBER, 2004 (NUNC PRO TUNC)

DAN B. JORDAN
Receiver, pursuant to that certain Suit under Cause No J 149,696, in the District Court of Harris County, Texas, 129th Judicial District

DAN B. JORDAN

ACKNOWLEDGEMENT

STATE OF TEXAS §
:ss
COUNTY OF DALLAS §

On the 20th day of December 2004, before me, the undersigned Notary Public, peronally appeared DAN B. JORDAN, known to me to be the person, or who presented a Texas Driver's License as identification, who executed the within and foregoing instrument, and acknowledged to me that (he) executed the same as (his) free and voluntary act for himself and as Receiver, pursuant to that certain Suit under Cause No J 149,696, in the District Court of Harris County, Texas, 129th Judicial District and Decree confirming sale dated May 16, 1984.

Notary Public, State of Texas

My Commission Expires:

MARCEIL MALAK
Notary's Printed Name

July 3, 2005

AFTER RECORDING RETURN TO:

Fidelity National Title Insurance Co.
1945 Walnut Hill Lane

thereof.

When the context requires, singular nouns and pronouns include the plural.

Executed on this 20th day of December, 2004-NUNC PRO TUNC!

DAN B. JORDAN
Receiver, pursuant to that certain Suit under Cause
No. 149,056, in the 280th Court of Harris
County, Texas, 129th Judicial District

DAN B. JORDAN

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This the 20th day of December, 2004, before me, the undersigned Notary Public, personally appeared DAN B. JORDAN, known to me to be the person, or who presented a Texas Driver's License as identification, who executed the within and foregoing instrument, and acknowledged to me that (he) executed the same as (his) free and voluntary act for himself and as Receiver, pursuant to that certain Suit under Cause No. 149,056, in the District Court of Harris County, Texas, 129th Judicial District, and Decree confirming sale dated May 16, 1984.

Notary Public, State of Texas

My Commission Expires:

Notary's Printed Name

AFTER RECORDING RETURN TO:

Fidelity National Title Insurance Co.
1945 Walnut Hill Lane

Irving, TX 75038
Attn: Stacey Alfonso
Claim No: 177944

CAUTION: PROTECTION IS AFFORDED ONLY UNDER THE TERMS OF THE PROPOSED POLICY. STEWART TITLE GUARANTY COMPANY ASSUMES NO LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT OR FOR VERBAL STATEMENTS. This is a copy of a preliminary report made for use of Stewart Title Guaranty Company only, to determine whether a title insurance policy can be issued. If a copy is furnished to the parties to the transaction it is to facilitate preparation of the necessary instruments, to point out curative requirements, if any, and to show the results of the Company's title search (upon which only the Company may rely). None of the information contained herein, or the absence of other information, constitutes a representation to any party, other than the Company, as to the status of the title. If a title defect or encumbrance should exist which is not disclosed hereon, the Company shall not be liable by reason of furnishing this report or for any verbal statements related thereto. The Company shall not be liable for any title defect unless a title insurance policy is hereafter issued by it, insuring against such defect, and the applicable premium paid therefor, and the Company's liability then shall exist only under the terms of its policy (as prescribed by the State Board of Insurance) and as measured and limited thereby.

TITLE REPORT TO

Ref: 6474V G.F. No.1223Z

Date: October 22, 1979 @ 8:00 A.M. Applicant: ROSS W. FISK

Closer: PRICE

Examination from: Records of STEWART TITLE COMPANY
Subject to: Claims of present occupants: discrepancies in area and boundaries; unpaid bills for labor or material in connection with repairs or new improvements; unpaid taxes.

TITLE GOOD IN:

DAN JORDAN, Receiver, by virtue of District Court Suit No. 1149696 filed on October 25, 1977 in the 129th Judicial District Court of Harris County, Texas.

Closer's Comments

CORRECT DESCRIPTION OF PROPERTY:

Lot Six (6) of WESTOVER ADDITION an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 2, Page 70, of the Map Records of Harris County, Texas.

SUBJECT TO:

RESTRICTIONS:
None of record except those recorded in Volume 261, Page 599 of the Deed Records of Harris County, Texas.

EASEMENTS AND RIGHTS OF WAY:
None.

MINERALS AND/OR ROYALTIES:
None.

OTHER EXCEPTIONS:
None.

LIENS:

None.

MISCELLANEOUS:
We are to be furnished with release or an affidavit to the effect that James Bradshaw Earthman, III is not the same as mentioned in the following:

Abstract of Judgement dated March 10, 1971, in the amount of $11,550.00, plus cost and interest, in favor of Butler, Binion, Rice, Cook and Knapp, attorneys for plaintiff, Dorothy Monroe Earthman, against James Bradshaw Earthman, III, recorded under Clerk's File No. D-300401 of the Real Property Records of Harris County, Texas.

CONTINUED ON PAGE 2

Closer's Comment

G F # 1223Z
TITLE REPORT CONTINUATION

We are to be furnished with release or an affidavit to the effect that Jo Biesel is not the same as mentioned in the following:

Abstract of Judgement dated October 31, 1978, in the amount of $350.00, plus cost and interest, in favor of Caldwell & Hurst, a partnership, against Jo Biesel, recorded under Clerk's File No. F-902196 of the Real Property Records of Harris County, Texas.

We are to be furnished with release or an affidavit to the effect that Bing Rogers is not the same as mentioned in the following:

Abstract of Judgement dated January 11, 1971, in the amount of $264.66, plus cost and interest, in favor of Doall Texas Company against Bing Rogers d/b/a Southwestern Instrument & Machine Company, recorded under Clerk's File No. D-249734 of the Real Property Records of Harris County, Texas.

Abstract of Judgement dated July 25, 1977, in the amount of $1,008.94, plus cost and interest, in favor of A. J. Foyt Chevrolet, Inc., a corporation, against Bing Rogers, recorded under Clerk's File No. F-278940 of the Real Property Records of Harris County, Texas; an undivided portion of said judgment being assigned to Ross, Banks, May, Cron and Cavin as set forth therein.

We are to be furnished with release or an affidavit to the effect that Johnny Rogers is not the same as mentioned in the following:

Abstract of Judgement dated October 22, 1969, in the amount of $1,726.45, plus cost and interest, in favor of ILA 1273 Federal Credit Union, against John D. Rogers, a/k/a J. D. Rogers, recorded under Clerk's File No. D-028464 of the Real Property Records of Harris County, Texas.

Abstract of Judgement dated May 12, 1971, in the amount of $2,776.03, plus cost and interest, in favor of Montgomery Ward and Company against John A. Rogers, recorded under Clerk's File No. D-457189 of the Real Property Records of Harris County, Texas.

Abstract of Judgement dated June 14, 1973, in the amount of $800.00, plus cost and interest, in favor of The State of Texas against John Charles Rogers, et al, recorded under Clerk's File No. E-010764 of the Real Property Records of Harris County, Texas.

Abstract of Judgement dated November 20, 1973, in the amount of $585.76, plus cost and interest, in favor of Farmer's Hardware Company against John D. Rogers, recorded under Clerk's File No. E-039328 of the Real Property Records of Harris County, Texas.

Abstract of Judgement dated June 11, 1975, in the amount of $329.72, plus cost and interest, in favor of Montgomery Ward & Company, Inc. against John Alton Rogers, recorded under Clerk's File No. E-465042 of the Real Property Records of Harris County, Texas.

Abstract of Judgement dated December 8, 1950, in the amount of $91.67, plus cost and interest, in favor of Gibraltar Savings & Building Association against John D. Rogers, et al, recorded under Clerk's File No. D-149022 of the Real Property Records of Harris County, Texas.

We are to be furnished with release or an affidavit to the effect that Gary Rogers is not the same as mentioned in the following:

Abstract of Judgement dated June 30, 1972, in the amount of $1,000.00, plus cost and interest, in favor of The State of Texas against Gary Lin Rogers, et al, recorded under Clerk's File No. E-162380 of the Real Property Records of Harris County, Texas.

CONTINUED ON FOLLOWING PAGE

We are to be furnished with releases or an affidavit to the effect that Jo Ritzel is not the same as mentioned in the following:

Abstract of Judgement dated October 31, 1972, in the amount of $320.00, plus cost and interest, in favor of Caldwell's Market, a partnership, against Jo Ritzel, recorded under Clerk's File No. F-902174 of the Real Property Records of Harris County, Texas.

We are to be furnished with releases or an affidavit to the effect that King Rogers is not the same as mentioned in the following:

Abstract of Judgement dated January 11, 1971, in the amount of $284.46, plus cost and interest, in favor of Dual Texas Company against King Rogers d/b/a Southwestern Instrument & Machine Company, recorded under Clerk's File No. D-249734 of the Real Property Records of Harris County, Texas.

Abstract of Judgement dated July 25, 1972, in the amount of $1,000.94, plus cost and interest, in favor of A. J. Fogt Chevrolet, Inc., a corporation, against King Rogers, recorded under Clerk's File No. F-278940 of the Real Property Records of Harris County, Texas, on undivided portion of said judgment being assigned to Rees, Downs, Hogg, Cron and Cavin as set forth therein.

We are to be furnished with releases or an affidavit to the effect that Johnny Rogers is not the same as mentioned in the following:

Abstract of Judgement dated October 22, 1969, in the amount of $1,724.45, plus cost and interest, in favor of Ind. 1272 Federal Credit Union, against John D. Rogers, d/b/a J. D. Rogers, recorded under Clerk's File No. D-028464 of the Real Property Records of Harris County, Texas.

Abstract of Judgement dated May 15, 1972, in the amount of $2,772.03, plus cost and interest, in favor of Montgomery Ward and Company against John A. Rogers, recorded under Clerk's File No. D-452187 of the Real Property Records of Harris County, Texas.

Abstract of Judgement dated June 14, 1973, in the amount of $800.00, plus cost and interest, in favor of the State of Texas against John Charles Rogers, et al, recorded under Clerk's File No. E-010724 of the Real Property Records of Harris County, Texas.

Abstract of Judgement dated November 20, 1973, in the amount of $385.74, plus cost and interest, in favor of Farmers Hardware Company against John D. Rogers, recorded under Clerk's File No. E-037370 of the Real Property Records of Harris County, Texas.

Abstract of Judgement dated June 11, 1973, in the amount of $327.72, plus cost and interest, in favor of Montgomery Ward & Company, Inc. against John Allan Rogers, recorded under Clerk's File No. E-452042 of the Real Property Records of Harris County, Texas.

Abstract of Judgement dated December 8, 1970, in the amount of $91.47, plus cost and interest, in favor of Gibraltar Savings & Building Association against John D. Rogers, et al, recorded under Clerk's File No. D-149022 of the Real Property Records of Harris County, Texas.

We are to be furnished with releases or an affidavit to the effect that Gary Rogers is not the same as mentioned in the following:

Abstract of Judgement dated June 26, 1972, in the amount of $1,000.00, plus cost and interest, in favor of The Wife of Texas against Gary Lynn Rogers, et al, recorded under Clerk's File No. E-102320 of the Real Property Records of Harris County, Texas.

G F # 1223Z
TITLE REPORT CONTINUATION

Abstract of Judgement dated November 17, 1972, in the amount of $1,000.00, plus cost and interest, in favor of The State of Texas against Gary Lynn Rogers, et al, recorded under Clerk's File No. D-868485 of the Real Property Records of Harris County, Texas.

Abstract of Judgement dated July 16, 1975, in the amount of $250.00, plus cost and interest in favor of The State of Texas against Gary Lyn Rogers, et al, recorded under Clerk's File No. E-818923 of the Real Property Records of Harris County, Texas.

Title to subject property was conveyed to Mary Louise Arterbury, Kathryn Rowell, Jo Biesel, Alton Rogers, Bing Rogers, Janet Isbell, Johnny Rogers, Betty Kelly and Gary Rogers by deed dated November 17, 1976, recorded under Clerk's File No. E-958153. Thereafter on October 25, 1977, under Cause No. 1149696 of the 129th Judicial District Court of Harris County, Texas, said owners filed a partition suit and the Court appointed Dan Jordan to act as Receiver and sell the subject property. So far there has been filed in said suit an Application to Sell Real Property and an Order Authorizing Sale of Real Property. Therefore, we must be furnished with certified copies of the Report of Sale and Order Confirming Sale filed in said cause.

Prior to the title to the subject property being conveyed to Mary Louise Arterbury, et al, we find of record a deed dated September 28, 1976, recorded under Clerk's File No. E-907758, executed by Mary Gayle conveying to James Bradshaw Earthman, III an undivided 1/4 interest in the subject property. Mary Gayle did not appear to have any interest in the subject property at the time she executed said deed. However, since said deed creates a cloud upon the title to the subject property, secure and record a Quit Claim Deed from James Bradshaw Earthman, III, conveying all his interest in the subject property.

Lang Cmcb 223
for docket

1,124,101
Det 1
Alb/a
Sale of City of Houston
6-195 350
Feb. 6, 1980

Abstract of Judgement dated November 17, 1972, in the amount of $1,000.00, plus cost and interest, in favor of The State of Texas against Gary Lynn Rogers, et al, recorded under Clerk's File No. D-868495 of the Real Property Records of Harris County, Texas

Abstract of Judgement dated July 16, 1975, in the amount of $250.00, plus cost and interest in favor of The State of Texas against Gary Lynn Rogers, et al, recorded under Clerk's File No. E-918923 of the Real Property Records of Harris County, Texas

Title to the land herein is conveyed to Mary Louise Waterbury, Kathryn Russell, Jo Russell, Alton Rogers, Ring Rogers, Janet Isbell, Johnny Rogers, Betty Kelly and Gary Rogers by deed dated November 17, 1974, recorded under Clerk's File No. E-958151 Thereafter on October 25, 1972, under Cause No. 114694 of the 152nd Judicial District Court of Harris County, Texas, said owners filed a partition suit and the Court appointed Ian Jordan to act as Receiver and sell the subject property. To far there has been filed in said suit an Application to Sell Real Property and an Order Authorizing Sale of Real Property. Therefore, he must be furnished with certified copies of the Report of Sale and Order Confirming Sale filed in said cause.

Prior to the title to the subject property being conveyed to Mary Louise Waterbury, et al, we find of record a deed dated September 28, 1974, recorded under Clerk's File No. E-902758, executed by Mary Doyle conveying to James Bradshaw Earthman, III an undivided 1/4 interest in the subject property. Mary Doyle did not appear to have any interest in the subject property at the time she executed said deed. However, since said deed creates a cloud upon the title to the subject property, secure and record a Quit Claim Deed from James Bradshaw Earthman, III, conveying all his interest in the subject property.

No. 1,149,696

MARY LOUISE ARTERBURY, ET AL	§	IN THE DISTRICT COURT
	§	
VS.	§	OF HARRIS COUNTY, TEXAS
	§	
BING ROGERS, ET AL	§	127th JUDICIAL DISTRICT

APPLICATION TO SELL REAL PROPERTY

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES DAN JORDAN, the duly appointed and acting Receiver in the above numbered and styled matter and makes and files this, his Application to Sell Real Property and would respectfully show unto this Honorable Court all of the following:

I.

That your Receiver was appointed pursuant to Rule 770 T.R.C.P. by written order of this Court signed May 10, 1979.

II.

That this Honorable Court has previously entered its final Judgment in this cause setting out the ownership of the real property involved herein and ordering such property to be sold for cash by private sale through your Receiver herein.

III.

That the parties herein, Plaintiffs and Defendants, are common owners of the following described real property located in Harris County, Texas, to-wit:

> Lot No. 6, Westover Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas, together with all improvements situated thereon, said property also being known as 1217 West Drew.

IV.

That your Receiver deems it advisable that he be authorized and directed by the Court to sell the aforementioned real property at private sale for cash, under the terms of an Earnest Money Contract which is attached hereto as Exhibit "A" and under such other and additional terms as this Honorable Court may direct.

No. 1,129,192

MARY LOUISE ANTHONY, ET AL	§	IN THE DISTRICT COURT
	§	
Vs.	§	
	§	OF HARRIS COUNTY, TEXAS
WILMA MCGEHEE, ET AL	§	
	§	129th JUDICIAL DISTRICT

APPLICATION TO SELL REAL PROPERTY

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES PAM JOHNSON, the duly appointed and acting Receiver in the above numbered and styled matter and makes and files this, his Application to Sell Real Property and would respectfully show unto this Honorable Court all of the following:

I.

That your Receiver was appointed pursuant to Rule 172 T.R.C.P. by written order of this Court signed May 16, 1979.

II.

That this Honorable Court has previously entered its final judgment in this cause setting out the ownership of the real property involved herein and ordering such property to be sold for cash by private sale through your Receiver herein.

III.

That the parties hereto, Plaintiffs and Defendants, are common owners of the following described real property located in Harris County, Texas, to-wit:

> Lot No. 6, Westover Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas, together with all improvements situated thereon, said property also being known as 1217 West Drew.

IV.

That your Receiver deems it advisable that he be authorized and directed by the Court to sell the aforementioned real property at private sale for cash, under the terms of an Earnest Money Contract which is attached hereto as Exhibit "A" and under such other and additional terms as this Honorable Court may direct.

V.

That the price quoted in the terms of such contract for sale is $35,000.00 which in the opinion of your Receiver is at or above the fair market value of the property in question.

WHEREFORE, Premises Considered, your Receiver respectfully prays that upon consideration by this Court, he be authorized, directed and ordered to sell and convey the parties' interest in the aforesaid real property at private sale for cash and upon the terms and conditions of the attached contract and upon such other and additional terms as the Court may deem proper.

_____
DAN JORDAN, Receiver

APPROVED:

CALDWELL & HURST

By _____
Steve Underwood
Texas Bar #20388800
Attorneys for Plaintiffs
6910 Fannin, Suite 301-A
Houston, Texas 77030
(713) 797-0062

E. CHRIS KAITSON
ATTORNEY AT LAW
10120 NORTHWEST FREEWAY, SUITE 200
HOUSTON, TEXAS 77092
TELEPHONE (713) 957-4177

May 3, 1984

Mr. Dan Jordan
1402 Dunlavy #4
Houston, Texas 77019

Re: Mary Louise Arterbury vs. Bing Rogers;
Cause No. 1,149,696

Dear Mr. Jordan:

Enclosed are an original and a copy of Application to Sell Real Property, Report of Sale, and Decree Confirming Sale.

If these meet with your approval, please sign the originals and return to me in the enclosed self-addressed envelope for filing with the Court.

Very truly yours,

E. Chris Kaitson

E. Chris Kaitson

ECK:gw
Encls.:a/s

cc: Nat King
4950 Milwee
Houston, Texas 77092

Caldwell & Hurst
Steve Underwood
6910 Fannin, Suite 301-A
Houston, Texas 77030

Mailed 5/5/84

Signed

NO. 1,149,696

MARY LOUISE ARTERBURY, ETAL	§	IN THE DISTRICT COURT OF
	§	
VS.	§	HARRIS COUNTY, T E X A S
	§	
BING ROGERS, ETAL	§	129TH JUDICIAL DISTRICT

APPLICATION TO SELL REAL PROPERTY

TO THE HONORABLE JUDGE OF SAID COURT:

Now comes DAN JORDAN, the duly appointed and acting Receiver in the above numbered and styled matter and makes and files this, his Application to Sell Real Property and would respectfully show unto this Honorable Court all of the following:

I.

That your Receiver was appointed pursuant to Rule 770 TRCP by written order of this Court signed May 10, 1979.

II.

That this Honorable Court has previously entered its final Judgment in this cause setting out the ownership of the real property involved herein and ordering such property to be sold for cash by private sale through your Receiver herein.

III.

That the parties herein, Plaintiffs and Defendants, are common owners of the following described real property located in Harris County, Texas, to-wit:

> Lot No. 6, Westover Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas, together with all improvements situated thereon, said property also being known as 1217 West Drew.

That your Receiver deems it advisable that he be authorized and directed by the Court to sell the aforementioned real property at private sale for cash, under the terms of an Earnest Money Contract which is attached hereto as Exhibit "A" and under such other and additional terms as this Honorable Court may direct.

NO. 1,149,696

MARY LOUISE ARTERBURY, ETAL	§	IN THE DISTRICT COURT OF
	§	
VS.	§	HARRIS COUNTY, T E X A S
	§	
BING ROGERS, ETAL	§	129TH JUDICIAL DISTRICT

APPLICATION TO SELL REAL PROPERTY

TO THE HONORABLE JUDGE OF SAID COURT:

Now comes DAN JORDAN, the duly appointed and acting Receiver in the above numbered and styled matter and makes and files this his Application to Sell Real Property and would respectfully show unto this Honorable Court all of the following:

I.

That your Receiver was appointed pursuant to Rule 720 TRCP by written order of this Court signed May 10, 1994.

II.

That this Honorable Court has previously entered its final judgment in this cause setting out the ownership of the real property involved herein and ordering such property to be sold for cash by private sale through your Receiver herein.

That the parties herein, Plaintiffs and Defendants, are common owners of the following described real property located in Harris County, Texas, to-wit:

Lot No. 5, Westover Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas, together with all improvements situated thereon, said property also being known as 1217 West Drew.

That your Receiver deems it advisable that he be authorized and directed by the Court to sell the aforementioned real property at private sale for cash, under the terms of an Earnest Money Contract which is attached hereto as Exhibit "A" and under such other and additional terms as this Honorable Court may direct.

Mar Lee
6/15/94

That the price quoted in the terms of such contract for sale is $50,000.00 which in the opinion of your Receiver is at or above the fair market value of the property in question.

VI.

That a previous Decree Confirming Sale was signed October 1, 1980. That sale was not completed and the purchaser therein, Ross W. Fisk was returned his earnest money and the earnest money contract declared null and void.

WHEREFORE, PREMISES CONSIDERED, your Receiver respectfully prays that upon consideration by this Court, he be authorized, directed and ordered to sell and convey the parties' interest in the aforesaid real property at private sale for cash and upon the terms and conditions of the attached contract and upon such other and additional terms as the Court may deem proper.

Dan Jordan

DAN JORDAN, RECEIVER

APPROVED:

E. CHRIS KAITSON
10120 Northwest Frwy., Ste. 200
Houston, Texas 77092
957-4177
State Bar No. 11079775

That the price quoted in the terms of such contract for sale is $50,000.00 which in the opinion of your Receiver is at or above the fair market value of the property in question.

VI.

That a previous Decree confirming sale was signed October 1, 1980. That sale was not completed and the purchaser thereto, Ross W. Fisk was returned his earnest money and the earnest money contract declared null and void.

WHEREFORE, PREMISES CONSIDERED, your Receiver respectfully prays that upon consideration by this Court, be be authorized, directed and ordered to sell and convey the parties' interest in the aforesaid real property at private sale for cash and upon the terms and conditions of the attached contract and upon such other and additional terms as the Court may deem proper.

DAN JORDAN, RECEIVER

APPROVED:

E. CHARLS KAITSON
10120 Northwest Fwy., Ste. 200
Houston, Texas 77092
357-4177
State Bar No. 11072775

NO. 1,149,696

MARY LOUISE ARTERBURY, ETAL	§	IN THE DISTRICT COURT OF
	§	
VS.	§	HARRIS COUNTY, T E X A S
	§	
BING ROGERS, ETAL	§	129TH JUDICIAL DISTRICT

REPORT OF SALE

TO THE HONORABLE JUDGE OF SAID COURT:

Now comes DAN JORDAN, the duly appointed and acting RECEIVER in the above entitled and numbered matter and makes and files this, his Report of Sale, and would respectfully show untol this Honorable Court all of the following:

I.

That pursuant to and in accordance with the Order of this Court made and entered herein on the 25th day of October, 1979, authorizing and directing your Receiver herein to sell, at private sale, for cash, the hereinafter descrbied real property, your Receiver hereby makes this Report of Sale and show that in obedience to said Order of Sale, he did on the 30th day of April 1981, in Harris County, Texas, sell at private sale, for cash, the following described property, to-wit:

> Lot No. 6, Westover Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 70, of the Map Records of Harris County, Texas, together with all improvements situated thereon, said property also known as 1217 West Drew, Houston, Texas.

II.

That the Receiver's interest in and to said property by virtue of this Court's Final Judgment in this cause was sold to Nathaniel King, et ux, of Harris County, Texas, for the sum of $50,000 payable $5,000 at closing at $45,000 to be mortgaged at 10% interest for two years, less normal and customary expenses of sale; that said sales contract was executed on April 30, 1981, but expressly made subject to approval of this Court, and that such sale was made in accordance with the said Order of Sale entered hereon on October 25,

NO. 1,143,596

MARY LOUISE ARMSBURY, ETAL	§	IN THE DISTRICT COURT OF
	§	
Vs.	§	HARRIS COUNTY, T E X A S
	§	
HINO ROGERS, ETAL	§	125TH JUDICIAL DISTRICT

REPORT OF SALE

TO THE HONORABLE JUDGE OF SAID COURT:

Now comes DAN JORDAN, the duly appointed and acting RECEIVER in the above entitled and numbered matter and makes and files this, his Report of Sale, and would respectfully show unto this Honorable Court all of the following:

I.

That pursuant to and in accordance with the Order of this Court made and entered herein on the 25th day of October, 1979, authorizing and directing your Receiver herein to sell, at private sale, for cash, the hereinafter described real property, your Receiver hereby makes this Report of Sale and show that in obedience to said Order of Sale, he did on the 30th day of April 1981, in Harris County, Texas, sell at private sale, for cash, the following described property, to-wit:

> Lot No. 5, Westover Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 70, of the Map Records of Harris County, Texas, together with all improvements situated thereon, said property also known as 1217 West Drew, Houston, Texas.

II.

That the Receiver's interest in and to said property by virtue of this Court's Final Judgment in this cause was sold to Nathaniel King, et ux, of Harris County, Texas, for the sum of $50,000 payable $5,000 at closing at $45,000 to be mortgaged at 10% interest for two years, less normal and customary expenses of sale; that said sales contract was executed on April 30, 1981, but expressly made subject to approval of this Court, and that such sale was made in accordance with the said Order of Sale entered herein on October 25,

1979, and said property was sold for the highest and best price obtainable, and was fairly made in conformity to law; and was made in accordance with the terms of the Earnest Money Contract attached hereto as Exhibit "A" and that the Purchaser has since Aril 30, 1981, and still stands ready, willing, and able to comply with the terms of the sale.

WHEREFORE, PREMISES CONSIDERED, your Receiver respectfully prays that the Court confirm such sale and further authorize and direct your Receiver to execute and carry out said Sale in accordance with the terms thereof, upon the payment by the Purchaser of the said sum of $5,000 at closing and $45,000 to be mortgaged by owner at 10% interest for two (2) years. Payment of interest only is to be made each six (6) months. No payment of principal shall be made during the two-year period unless Purchaser so elects. The entire balance of the principal shall be due and payable two years from the date of closing.

Respectfully submitted,

E. CHRIS KAITSON
10120 Northwest Frwy., Ste. 200
Houston, Texas 77092
957-4177
TBA #11079775
ATTORNEY FOR R

Dan Jordan
DAN JORDAN, RECEIVER

SUBSCRIBED AND SWORN TO before me by the said DAN JORDAN this the 5 day of MAY, 1984.

Notary Public in and for the
State of Texas

Lori B. Chambers
(Printed Name)

My commission expires: 6/30/84

1979, and said property was sold for the highest and best price obtainable, and was fairly made in conformity to law, and was made in accordance with the terms of the Earnest Money Contract attached hereto as Exhibit "A" and that the Purchaser has since April 30, 1981, and still stands ready, willing, and able to comply with the terms of the sale.

WHEREFORE, PREMISES CONSIDERED, your Receiver respectfully prays that the Court confirm such sale and further authorize and direct your Receiver to execute and carry out said Sale in accordance with the terms thereof, upon the payment by the Purchaser of the said sum of $5,000 at closing and $45,000 to be mortgaged by owner at 10% interest for two (2) years. Payment of interest only is to be made each six (6) months. No payment of principal shall be made during the two-year period unless Purchaser so elects. The entire balance of the principal shall be due and payable two years from the date of closing.

Respectfully submitted,

B. CHRIS KRITSON
10120 Northwest Fwy., Ste. 200
Houston, Texas 77092
957-4177
TBA #11079775

DAN JORDAN, RECEIVER

SUBSCRIBED AND SWORN TO before me by the said DAN JORDAN

this the 5 day of May, 1984.

Notary Public in and for the
State of Texas

LEE G. CRANBERY
(Printed Name)

My commission expires: 6/29/84

NO. 1,149,696

MARY LOUISE ARTERBURY, ETAL	§	IN THE DISTRICT COURT OF
	§	
VS.	§	HARRIS COUNTY, T E X A S
	§	
BING ROGERS, ETAL	§	129TH DISTRICT COURT

DECREE CONFIRMING SALE

On this _____day of _____, 1984, came on to be heard in regular order in the above numbered and styled matter, the Report of Sale by DAN JORDAN, RECEIVER, concerning the following described real property, to-wit:

> Lot No. 6, Westover Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas, together with all improvements situated thereon, said property also known as 1217 West Drew, Houston, Texas;

said sale having been made April 30, 1981, in obedience to and in accordance with the Order of this Court made and entered herein on the 25th day of October, 1979; and it appearing to the Court that said Report of Sale was heretofore filed herein by the Court's Receiver on the ____day of _____, 1984, and the Court having inquired into the manner in which the sale was made and having considered the contents of said Report of Sale, is satisfied and hereby finds that it is fairly made for a reasonable price and is, in all things, in conformity with law and should be, in all things, approved and confirmed; and

IT IS THEREFORE ORDERED, ADJUDGED and DECREED by the Court that said sale, as reported, be and the same is hereby in all things approved and confirmed, and DAN JORDAN, RECEIVER, is hereby authorized and directed to make proper conveyance of the afore-described property to Nathaniel King, et ux, the Purchaser named in said Report of Sale, upon compliance by said Purchaser with the terms of sale as set out in said Report of Sale; and further

ORDERED, ADJUDGED and DECREED that such sale be a private sale; that the terms of such sale be those set forth in the Earnest

NO. 1,149,595

MARY LOUISE ARTERBURY, ETAL	§	IN THE DISTRICT COURT OF
	§	
VS.	§	HARRIS COUNTY, T E X A S
	§	
BING ROGERS, ETAL	§	125TH DISTRICT COURT

DECREE CONFIRMING SALE

On this _____day of _____, 1984, came on to be heard in regular order in the above numbered and styled matter, the Report of Sale by DAN JORDAN, RECEIVER, concerning the following described real property, to-wit:

> Lot No. 6, Rosalyn Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas, together with all improvements situated thereon, said property also known as 1217 West Drew, Houston, Texas;

said sale having been made April 30, 1981, in obedience to and in accordance with the Order of this Court made and entered herein on the 25th day of October, 1979, and it appearing to the Court that said Report of Sale was heretofore filed herein by the Court's Receiver on the ____day of _____, 1984, and the Court having inquired into the manner in which the sale was made and having considered the contents of said Report of Sale, is satisfied and hereby finds that it is fairly made for a reasonable price and is, in all things, in conformity with law and should be, in all things, approved and confirmed; and

IT IS THEREFORE ORDERED, ADJUDGED and DECREED by the Court that said sale, as reported, be and the same is hereby in all things approved and confirmed, and DAN JORDAN, RECEIVER, is hereby authorized and directed to make proper conveyance of the afore-described property to Nathaniel King, et ux, the Purchaser named in said Report of Sale, upon compliance by said Purchaser with the terms of sale as set out in said Report of Sale; and further

ORDERED, ADJUDGED and DECREED that such sale be a private sale; that the terms of such sale be those set forth in the Earnest

Money Contract attached to the Report of Sale on file herein; that such sale be consummated as expeditiously as is reasonable under the circumstances, and that such sale be subject to the normal and customary expenses of sale.

SIGNED this _____day of _____, 1984.

_____
JUDGE PRESIDING

APPROVED:

_____
E. CHRIS KAITSON
10120 Northwest Frwy., Ste. 200
Houston, Texas 77092
957-4177
TBA #11079775

Dan B. Jordan
4001 N Shepherd #106
Houston, TX 77018-5510

Oct 31, 1994

REGISTERED MAIL _RETURN RECEIPT REQUESTED

Katherine Tyra, District Clerk
301 Fannin Street
Civil Courts Bldg.
Houston, TX 77002

CAUSE: 94-23296

Rule 117A Citation

I deny all allegations in subject rule 117A Citation delivered to me on the 25th day of October 1994.

Here follows a brief history of events concerning my involvement in the property known as:

Lot No. 6 Westover Addition, Harris County, TX.

according to the map there of recorded in Volume 2 page 70 of the Map Records of Harris County, TX; said property also being known as 1217 West Drew, Houston, TX.

Fifteen years ago, because of the confused ownership of said property, and at the request of the firm of Caldwell and Hurst, Attorneys, and in order that the title might be cleared for the sale of said property, I was appointed Receiver by the District Court of Harris County, TX., 127th Judicial District Court on May 10, 1979.

On two different occasions earnest money contracts were presented to the Courts for approval of the sale of this property and in each case the sale failed, because title could not be cleared, and the earnest money was returned to the purchaser.

At this date, Oct. 31, 1994, to my knowledge, title has not been cleared.

I have never had, nor do I desire any interest in this property. I will gladly quit-claim any purported interest I may allegedly have to the plaintiff(s) listed in the subject citation.

I attach hereto:

1. A copy of a letter dated April 15, 1985 from Caldwell and Hurst giving a complete history of various actions by them and by the court(s) etc. pertaining to said property.

2. A copy of a letter to me from Hunter L. Martin, III, Assistant Harris County Attorney dated Sept 2, 1992.

3. A copy of a letter to Chaffin and Hurst from Hunter L. Martin, III, Ass't. County Attorney dated Sept. 2, 1992.

Ms. P. Jordan
4906 W Shepherd #106
Houston, TX 77092-5720

Oct 31, 1994

REGISTERED MAIL - RETURN RECEIPT REQUESTED

Hilderina Tore, District Clerk
301 Fannin Street
Civil Courts Bldg.
Houston, TX 77002

CAUSE: 94-12296

Rule 1174 Citation

I deny all allegations in subject rule 1174 Citation delivered to me on the 25th day of October 1994.

Here follows a brief history of events concerning my involvement in the property known as:

Lot No. 6 Westover Addition, Harris County, TX.
according to the map thereof recorded in Volume 2 page 20 of the Map Records of Harris County, TX; said property also being known as 1217 West Drew, Houston, TX.

Fifteen years Ago, because of the contested ownership of said property, and at the request of the firm of Caldwell and Burst, Attorneys, and in order that the title might be cleared for the sale of said property I was appointed Receiver by the District Court of Harris County, TX., 151st Judicial District Court on May 10, 1979.

On two different occasions earnest money contracts were presented to the Courts for approval of the sale of this property and in each case the sale failed, because title could not be cleared, and the earnest money was returned to the purchaser.

At this date, Oct. 31, 1994, to my knowledge, title has not been cleared.

I have never had, nor do I desire any interest in this property. I will gladly quit-claim any purported interest I may allegedly have to the plaintiff(s) listed in the subject citation.

I attach herein:

1. A copy of a letter dated April 15, 1983 from Caldwell and Burst giving a complete history of various actions by them and by the Court(s) etc. pertaining to said property.

2. A copy of a letter to me from Hunter L. Martin, III, Assistant Harris County Attorney dated Sept 7, 1983.

3. A copy of a letter to Griffin and Burst from Hunter L. Martin, III, Harris County Attorney dated Sept. 7, 1983.

I hope that this letter and attached copies of correspondence will prove the absolute absence of any alleged interest in/for liability for the taxes or any other indebtedness pertaining to subject property.

Very Truly Yours,

Dan B. Jordan

Dan B. Jordan
4001 N. Shepherd #106
Houston, TX 77018-5510
R.E. License #0097969

C.C.: Chaffin & Hurst

No. _____

DAN JORDAN, RECEIVER	§	IN THE DISTRICT COURT
	§	
vs.	§	
	§	
MARGARET MATTISON,	§	
Independent Executrix of the	§	OF HARRIS COUNTY, TEXAS
Estate of MARY I. KINNEY,	§	
Deceased, a/k/a MARY GAYLE	§	
and the Unknown Heirs of	§	
MARY I. KINNEY	§	
a/k/a MARY GAYLE	§	____ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES, **DAN JORDAN, RECEIVER**, hereinafter known as "Plaintiff", the duly acting and court-appointed Receiver of the 129th Judicial District Court of Harris County, Texas, pursuant to Rule 770 of the Texas Rules of Civil Procedure and makes and files this, his Original Petition complaining of the ESTATE OF MARY I. KINNEY, deceased, also known during her lifetime as MARY GAYLE; Margaret Mattison, the Independent Executrix of the Estate of MARY I. KINNEY, deceased; and the unknown heirs of MARY I. KINNEY, hereinafter collectively described as "Defendants", and for cause of action would respectfully show unto this Honorable Court all of the following:

I.

That service of process may be had upon Defendant MARGARET MATTISON, Independent Executrix of the ESTATE OF MARY I. KINNEY by delivering it to her at her address: 1404 Woodhollow, Apartment #9020, Houston, Harris County, Texas. Service of Citation upon the UNKNOWN HEIRS OF MARY I. KINNEY also known as MARY GAYLE may be had by publication, pursuant to some or all of Rules 111, 112, 113, 114, 115, 116 and 117 of the Texas Rules of Civil Procedure.

II.

That your Plaintiff is the acting and duly appointed Receiver of the 129th Judicial District Court of Harris County, Texas, pursuant to Rule 770 of the Texas Rules of Civil Procedure, appointed therein in Cause No. 1,149,696, docketed in said Court in a case styled MARY LOUISE ARTERBURY, ET AL V. BING ROGERS, ET AL, and therein ordered by the Court to sell the following described real property located in Harris County, Texas, to-wit:

> Lot No. 6, Westover Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas, together with all improvements situated thereon, said property also being known as 1217 West Drew.

No. _____

DAN JORDAN, RECEIVER	§	IN THE DISTRICT COURT
	§	
vs.	§	
	§	
MARGARET MATTISON,	§	
Independent Executrix of the	§	OF HARRIS COUNTY, TEXAS
Estate of MARY L. KINNEY,	§	
Deceased, a/k/a MARY GAYLE	§	
and the Unknown Heirs of	§	
MARY L. KINNEY	§	
a/k/a MARY GAYLE	§	_____ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES, DAN JORDAN, RECEIVER, hereinafter known as "Plaintiff", the duly acting and court-appointed Receiver of the 152th Judicial District Court of Harris County, Texas, pursuant to Rule 770 of the Texas Rules of Civil Procedure and makes and files this, his Original Petition complaining of the ESTATE OF MARY L. KINNEY, deceased, also known during her lifetime as MARY GAYLE; Margaret Mattison, the Independent Executrix of the Estate of MARY L. KINNEY, deceased; and the unknown heirs of MARY L. KINNEY, hereinafter collectively described as "Defendants", and for cause of action would respectfully show unto this Honorable Court all of the following:

I.

That service of process may be had upon Defendant MARGARET MATTISON, Independent Executrix of the ESTATE OF MARY L. KINNEY by delivering it to her at her address: 1404 Woodhollow, Apartment #8020, Houston, Harris County, Texas. Service of Citation upon the UNKNOWN HEIRS OF MARY L. KINNEY also known as MARY GAYLE may be had by publication, pursuant to some or all of Rules 111, 112, 114, 115, 116 and 117 of the Texas Rules of Civil Procedure.

II.

That your Plaintiff is the acting and duly appointed Receiver of the 152th Judicial District Court of Harris County, Texas, pursuant to Rule 770 of the Texas Rules of Civil Procedure, appointed therein in Cause No. 1149,596, docketed in said Court in a case styled MARY LOUISE ARTERBURY, ET AL V. BUND ROGERS, ET AL, and therein ordered by the Court to sell the following described real property located in Harris County, Texas, to-wit:

> Lot No. 6, Westover Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 10 of the Map Records of Harris County, Texas, together with all improvements situated thereon, said property also being known as 1217 West Drew,

III.

That by virtue of a final judgment in Cause No. 1,149,696, your Plaintiff as Receiver is the fee-simple owner of and entitled to possession of the aforedescribed real property, and is further entitled to deliver fee simple title to an appropriate purchaser by special warranty deed.

IV.

That heretofore on or about September 7, 1965, JO BIESEL conveyed the aforedescribed property to Z. J. GAYLE by general warranty deed recorded in and among the real property records of Harris County, Texas, under film code 037-29-1345 et sequitur. That thereafter Z. J. GAYLE, on or about June 16, 1966, conveyed the aforedescribed property to MARY LOUISE ARTERBURY by general warranty deed recorded in and among the real property records of Harris County, Texas, under film code 054-36-1478 et sequitur.

V.

That heretofore on or about November 10, 1974, the aforesaid Z. J. GAYLE, also known as ZENO GAYLE, purported to convey to one MARY GAYLE, later known and known herein as MARY I. KINNEY, deceased, by general warranty deed, the real property the subject of this suit. Such deed was recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. E905651 and under film code 150-01-1669 et sequitur.

Such deed was of no force or effect and conferred no title upon MARY GAYLE also known as MARY KINNEY, inasmuch as the said ZENO GAYLE had no right, title or interest in and to the aforedescribed property at the time of such conveyance.

VI.

The said deed from ZENO GAYLE to MARY GAYLE creates an adverse claim and cloud on the titles of Plaintiff and should be cancelled, set aside, and held for naught, and the cloud created thereby removed. The said deed conferred no title on the said Grantee thereof, MARY GAYLE, and accordingly conferred no title in her heirs or her estate.

WHEREFORE, Premises Considered, Plaintiff prays that Defendants be cited to appear and answer herein and that on final hearing, Plaintiff have judgment against Defendants and that the cloud created by the deed under which they claim be removed and the said deed dated November 10, 1974, be cancelled and set aside, and that

III.

That by virtue of a final judgment in Cause No. 1,149,586, your Plaintiff as Receiver is the fee-simple owner of and entitled to possession of the aforedescribed real property, and is further entitled to deliver fee simple title to an appropriate purchaser by special warranty deed.

IV.

That heretofore on or about September 7, 1965, JO BIESEL conveyed the aforedescribed property to Z. J. GAYLE by general warranty deed recorded in and among the real property records of Harris County, Texas, under film code 037-29-1344 et seqnitur. That thereafter Z. J. GAYLE, on or about June 16, 1966, conveyed the aforedescribed property to MARY LOUISE ARTERBURY by general warranty deed recorded in and among the real property records of Harris County, Texas, under film code 034-38-1478 et seqnitur.

V.

That heretofore on or about November 10, 1974, the aforesaid Z. J. GAYLE, also known as ZENO GAYLE, purported to convey to one MARY GAYLE, later known and known herein as MARY I. KINNEY, deceased, by general warranty deed, the real property the subject of this suit. Such deed was recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. E905851 and under film code 150-01-1885 et seqnitur.

Such deed was of no force or effect and conferred no title upon MARY GAYLE also known as MARY KINNEY, inasmuch as the said ZENO GAYLE had no right, title or interest in and to the aforedescribed property at the time of such conveyance.

VI.

The said deed from ZENO GAYLE to MARY GAYLE creates an adverse claim and cloud on the title of Plaintiff and should be cancelled, set aside, and held for naught, and the cloud created thereby removed. The said deed conferred no title on the said Grantee thereof, MARY GAYLE, and accordingly conferred no title in her heirs or her estate.

WHEREFORE, Premises Considered, Plaintiff prays that Defendants be cited to appear and answer herein and that on final hearing, Plaintiff have judgment against Defendants and that the cloud created by the deed under which they claim be removed and the said deed dated November 10, 1974, be cancelled and set aside, and that

Plaintiff have such other and further relief, general and special, at law or in equity, to which he may show himself to be justly entitled.

Respectfully submitted,

CALDWELL & HURST

By_____

Steve Underwood
Texas Bar #20388800
Attorneys for Plaintiff
Dan Jordan, Receiver
6910 Fannin, Suite 301-A
Houston, Texas 77030
(713) 797-0061

CAUSE NO. 94-23296

STATE OF TEXAS- COUNTY OF HARRIS § TRACKING NO. _____

VS. § RECEIPT NO. _____

JORDAN, DAN RECEIVER § TAX ACCOUNT NO. 037-079-000-0006

Delivered this 25 day of Oct 94
JACK H. REEDIA, Constable
Precinct #1, Harris County, Texas
BY _____ Deputy

RULE 117A CITATION

TO:

DAN JORDAN, RECEIVER
4001 N. SHEPHERD
HOUSTON, TEXAS 77018

DEFENDANT(S)

GREETINGS:

YOU ARE HEREBY COMMANDED TO APPEAR AND ANSWER before the Honorable District Court, **#281ST** Judicial District, Harris County, Texas, at the Courthouse of said County in Houston, Texas at or before 10:00 o'clock A.M. of the Monday next after the expiration of 20 days from the date of service of this Citation, then and there to answer the Original or Amended Petition of said State of Texas, County of Harris, Plaintiff, filed in said court on the _____ day of 9/9/94, 199 ____ against **DAN JORDAN, RECEIVER AND CITY OF HOUSTON (LIENHOLDER),** defendant(s) in the above numbered and entitled suit.

If when so served, you fail to file a written answer within the above stated period, a Judgment By Default may be rendered against you then or at any time thereafter. This citation was issued by the District Clerk located at: **301 Fannin, Civil Courts Building, Houston, Texas 77002.**

The nature of this suit is a demand to collect delinquent ad valorem taxes, penalties, interest, collection costs, attorney fees, court costs, and any additional costs allowed by law on the property herein after described and said suit cannot be dismissed until the court costs, as well as Plaintiff's claim have been paid in full.

The amount of taxes due Plaintiff, **inclusive** of penalties, interest, collection costs and attorney fees is as follows if paid in:

SEPTEMBER, 1994	OCTOBER, 1994
$7,014.44	$7,050.02

Said property being situated in Harris County, Texas, and described as follows, to-wit:

PROPERTY DESCRIPTION
LT 6 WESTOVER

The names of all taxing units which assess and collect taxes on said property, **made** parties to this suit, is/are: **HOUSTON INDEPENDENT SCHOOL DISTRICT AND CITY OF HOUSTON.**

Plaintiff and all other taxing units who may set up their tax claims herein, seek recovery of delinquent ad valorem taxes on the property described above, and in addition to the taxes, all interest, penalties, and costs allowed by law thereon up to and including the day of judgment, post judgment interest at the maximum rate allowed by law and the establishment and foreclosure of liens securing the payment of same as allowed by law.

All parties to this suit shall take notice that this lawsuit is not only for the collection of taxes which were delinquent on the property at the time this suit was filed but all taxes that hereafter become delinquent up to the day of judgment, including all interest, penalties, collection costs, attorney fees, and any additional costs allowed by law may be recovered without further citation or notice to any parties and all parties shall take notice of and plead and answer to all claims and pleadings now on file and which may be filed in this cause by all other parties and by all those taxing units above named, who may intervene and set up their tax claims against the property.

If this citation is not served within 90 days after the date of its issuance, it shall be returned unserved.

THE OFFICER EXECUTING THIS RETURN SHALL PROMPTLY SERVE THE SAME ACCORDING TO THE REQUIREMENTS OF LAW AND THE MANDATES HEREOF AND MAKE DUE RETURN AS THE LAW DIRECTS.

ISSUED AND GIVEN UNDER MY HAND AND SEAL OF SAID COURT AT HOUSTON, TEXAS ON _____.

OCT 10 1994

Katherine Tyra
District Clerk, Harris
County, Texas

By: _____
Deputy

NOTE TO SHERIFF OR CONSTABLE:
RULE 117A: OF THE TEXAS RULES OF CIVIL PROCEDURE STATES IN PART THAT IN A SUIT TO COLLECT DELINQUENT TAXES THE "... [THE] CITATION NEED NOT BE ACCOMPANIED BY A COPY OF PLAINTIFF'S PETITION AND NO SUCH COPY NEED BE SERVED."
RULE 106: PLEASE ATTACH A NOTARIZED RULE 106 AFFIDAVIT WHEN ATTEMPTS TO SERVE THIS DEFENDANT HAVE BEEN UNSUCCESSFUL. FAILURE TO SEND A NOTARIZED AFFIDAVIT WILL RESULT IN FURTHER DELAY. PLEASE CONTACT OUR OFFICE FOR ASSISTANCE.

CIT.DOC

SHERIFF'S/CONSTABLE'S RETURN

Came to hand on the _____ day of _____ A.D., 1994, ___ o'clock ___.M., executed in _____ County, _____, by delivery to each of the within named Defendant(s), in person, a true copy of this Citation, at the following time(s) and place(s) herein, to-wit:

NAME OF DEFENDANT	DATE MO/DAY/YR	TIME HR/MN/M	PLACE AND COURSE AND DISTANCE FROM COURTHOUSE	MILEAGE

CONSTABLE, PRECINCT _____
COUNTY OF _____
STATE OF _____

BY _____
DEPUTY

SHERIFF, COUNTY OF _____
STATE OF _____

BY _____
DEPUTY

FEES FOR SERVING $_____ IN AND FOR _____ COUNTY, _____

ALTERNATE RETURN

CAME TO HAND on the _____ day of _____, 19___, at _____ o'clock _____.M., and after due and diligent search, I have been unable to locate the within named Defendant(s) in _____ County. Further, I have been unable to learn their whereabouts except as follows and where necessary I have indicated the various attempts to contact the Defendant(s):

_____

_____

_____

_____

CONSTABLE, PRECINCT _____
COUNTY OF _____
STATE OF _____

BY _____
DEPUTY

SHERIFF, COUNTY OF _____
STATE OF _____

BY _____
DEPUTY

FEES FOR SERVING $_____ IN AND FOR _____ COUNTY, _____

ISSUED AT THE REQUEST OF:

MIKE DRISCOLL
HARRIS COUNTY ATTORNEY-99999940
1001 PRESTON, SUITE 634
HOUSTON, Texas 77002
(713) 755-6065

EXHIBIT "A"

HCT-023-1 (REV. 6/93)

CARL S. SMITH
Assessor and Collector of Taxes, Harris County
P.O. Box 3547
HOUSTON, TEXAS 77253-3547
Phone 224-1919

Statement of Tax due, as shown by the Delinquent Tax Records of Harris County, Texas

NAME, ADDRESS AND PROPERTY DESCRIPTION

ACCOUNT NUMBER

VOL PGE SUB ITEM
037-079-000-0006

GAYLE MARY KENNY
1217 W DREW ST
HOUSTON TX 77006-1113

TAX RECORDS INDICATE
TAX SUIT IS PENDING
ON THIS ACCOUNT

PLEASE NOTE

INTEREST AND PENALTY FIGURED

TO SEPTEMBER 30, 19 1994

ADDITIONAL CHARGES AFTER THIS DATE

LT 6
WESTOVER

(COUNTY TAXES ONLY)

968 09/21/94 2:18 PM
1993 APPRAISED VALUE = 39600

(SCH-001)

YEARS DELINQUENT	CO. & CO. WIDE DISTS. TAX	PENALTY AND INTEREST	COLLEGE TAX	PENALTY AND INTEREST	CITY TAX	PENALTY AND INTEREST	33.07 PENALTY	HC RURAL FPD TAX	PENALTY AND INTEREST		PENALTY AND INTEREST	TOTAL BY YEAR
1987	263.82	242.71	.00	.00	.00	.00	.00	.00	.00	.00	.00	506.53
1988	272.10	217.68	.00	.00	.00	.00	.00	.00	.00	.00	.00	489.78
1989	221.77	150.80	9.72	6.61	.00	.00	.00	.00	.00	.00	.00	388.90
1990	221.75	124.18	9.72	5.44	.00	.00	.00	.00	.00	.00	.00	361.09
1991	233.67	102.81	19.80	8.71	.00	.00	.00	.00	.00	.00	.00	364.99
1992	237.73	76.07	21.31	6.82	.00	.00	.00	.00	.00	.00	.00	341.93
1993	237.77	47.55	21.70	4.34	.00	.00	.00	.00	.00	.00	.00	311.36
07 YRS **TOTALS**	1688.61	961.80	82.25	31.92	.00	.00	.00	.00	.00	.00	.00	2764.58

** OTHER YEARS MAY BE DUE **

FOR 10 YEARS	3059.28
TOTAL DELINQUENT TAX DUE (With Penalty, Interest and Cost)	5823.86
15% ATTORNEY FEES	873.58
ADD'N COSTS DUE	***

*** TOTAL TAX SHOWN 'DOES NOT' INCLUDE COURT COSTS AND ATTORNEY FEES

PROPERTY TAX CODE STATE OF TEXAS SUBCHAPTER C. DELINQUENT TAX SUITS

§ 33.41 Suit to Collect Delinquent Tax

(a) At any time after its tax on property becomes delinquent, a taxing unit may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. The suit must be in a court of competent jurisdiction for the county in which the tax was imposed.

EXHIBIT "A"

HCT-023-1 (REV. 6/93)

CARL S. SMITH
Assessor and Collector of Taxes, Harris County
P.O. Box 3547
HOUSTON, TEXAS 77253-3547
Phone 224-1919

Statement of Tax due, as shown by the Delinquent Tax Records of Harris County, Texas

NAME, ADDRESS AND PROPERTY DESCRIPTION

ACCOUNT NUMBER

VOL PGE SUB ITEM
037-079-000-0006

GAYLE MARY KENNY
1217 W DREW ST
HOUSTON TX 77006-1113

LOT 6 WESTOVER

:TAX RECORDS INDICATE
: TAX SUIT IS PENDING
: ON THIS ACCOUNT

(COUNTY TAXES ONLY)

(SCH-001)

PLEASE NOTE

INTEREST AND PENALTY FIGURED

TO SEPTEMBER 30, 19 1994

ADDITIONAL CHARGES AFTER THIS DATE

968 09/21/94 2:18 PM
1993 APPRAISED VALUE = 39600

YEARS DELINQUENT	CO. & CO. WIDE DISTS. TAX	PENALTY AND INTEREST	COLLEGE TAX	PENALTY AND INTEREST	CITY TAX	PENALTY AND INTEREST	33.07 PENALTY	HC RURAL FPD TAX	PENALTY AND INTEREST	STATE	PENALTY AND INTEREST	TOTAL BY YEAR
1977	35.70	65.87	.00	.00	.00	.00	.00	.00	.00	1.94	3.58	107.09
1978	60.86	108.64	.00	.00	.00	.00	.00	.00	.00	3.22	5.75	178.47
1979	60.86	104.98	.00	.00	.00	.00	.00	.00	.00	3.22	5.55	174.61
1980	64.08	106.69	.00	.00	.00	.00	.00	.00	.00	.00	.00	170.77
1981	65.16	106.86	.00	.00	.00	.00	.00	.00	.00	.00	.00	172.02
1982	65.63	99.76	.00	.00	.00	.00	.00	.00	.00	.00	.00	165.39
1983	67.80	94.92	.00	.00	.00	.00	.00	.00	.00	.00	.00	162.72
1984	297.57	380.89	.00	.00	.00	.00	.00	.00	.00	.00	.00	678.46
1985	297.56	345.17	.00	.00	.00	.00	.00	.00	.00	.00	.00	642.73
1986	297.56	309.46	.00	.00	.00	.00	.00	.00	.00	.00	.00	607.02
10 YRS **TOTALS**	1312.78	1723.24	.00	.00	.00	.00	.00	.00	.00	8.38	14.88	3059.28

** OTHER YEARS MAY BE DUE **

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

TOTAL DELINQUENT TAX DUE
(With Penalty, Interest and Cost)

XXXXXXXXXXXXXXXXXX

PROPERTY TAX CODE STATE OF TEXAS SUBCHAPTER C. DELINQUENT TAX SUITS

§ 33.41 Suit to Collect Delinquent Tax

(a) At any time after its tax on property becomes delinquent, a taxing unit may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. The suit must be in a court of competent jurisdiction for the county in which the tax was imposed.

Plaintiff have such other and further relief, general and special, at law or in equity, to which he may show himself to be justly entitled.

Respectfully submitted,

CALDWELL & HUNSY

By

Dan B. Jordan
4001 N Shepherd #106
Houston, TX 77018-5510

Oct 31, 1994

REGISTERED MAIL _RETURN RECEIPT REQUESTED

Katherine Tyra, District Clerk
301 Fannin Street
Civil Courts Bldg.
Houston, TX 77002

CAUSE: 94-23296

Rule 117A Citation

I deny all allegations in subject rule 117A Citation delivered to me on the 25th day of October 1994.

Here follows a brief history of events concerning my involvement in the property known as:

Lot No. 6 Westover Addition, Harris County, TX.
according to the map there of recorded in Volume 2 page 70 of the Map Records of Harris County, TX; said property also being known as 1217 West Drew, Houston, TX.

Fifteen years ago, because of the confused ownership of said property, and at the request of the firm of Caldwell and Hurst, Attorneys, and in order that the title might be cleared for the sale of said property, I was appointed Receiver by the District Court of Harris County, TX., 127th Judicial District Court on May 10, 1979.

On two different occasions earnest money contracts were presented to the Courts for approval of the sale of this property and in each case the sale failed, because title could not be cleared, and the earnest money was returned to the purchaser.

At this date, Oct. 31, 1994, to my knowledge, title has not been cleared.

I have never had, nor do I desire any interest in this property. I will gladly quit-claim any purported interest I may allegedly have to the plaintiff(s) listed in the subject citation.

I attach hereto:

1. A copy of a letter dated April 15, 1985 from Caldwell and Hurst giving a complete history of various actions by them and by the court(s) etc. pertaining to said property.

2. A copy of a letter to me from Hunter L. Martin, III, Assistant Harris County Attorney dated Sept 2, 1992.

3. A copy of a letter to Chaffin and Hurst from Hunter L. Martin, III, Ass't. County Attorney dated Sept. 2, 1992.

Plaintiff have such other and further relief, general and special, at law or in equity, to which he may show himself to be justly entitled.

Respectfully submitted,

CALDWELL & HUNDT

By:

Dan B. Jordan
4001 N Shepherd #106
Houston, TX 77018-5810

Oct 31, 1994

REGISTERED MAIL RETURN RECEIPT REQUESTED

Katherine Tyra, District Clerk
201 Rusk Street
Civil Courts Bldg.
Houston, TX 77002

CASE: 94-72290

Rule 117A Citation

I deny all allegations in subject rule 117A citation delivered to me on the 27th day of October 1994.

Here follows a brief history of events concerning my involvement in the property known as:

lot No. 8 Westover Addition, Harris County, TX.
according to the map thereof recorded in volume 2 page 20 of the Map Records of Harris County, TX; said property also being known as 1212 West Drew, Houston, TX.

Fifteen years ago, because of the confused ownership of said property, and at the request of the firm of Caldwell and Hurst, Attorneys, and in order that the title might be cleared for the sale of said property, I was appointed Receiver by the Probate Court of Harris County, TX., 127th Judicial District Court on May 10, 1984.

On two different occasions earnest money contracts were presented to the Courts for approval of the sale of this property and in each case the sale failed, because title could not be cleared, and the earnest money was returned to the purchaser.

At this date, Oct. 31, 1994, to my knowledge, title has not been cleared.

I have never had, nor do I desire any interest in this property. I will gladly relinquish any purported interest I may allegedly have in the plaintiff(s) listed in the subject citation.

I attach hereto:

1. A copy of a letter dated April 15, 1989 from Caldwell and Hurst giving a complete history of various actions by them and by the court(s) etc. pertaining to said property.

2. A copy of a letter to me from Hunter L. Martin, III, Assistant Harris County attorney dated Sept 8, 1992.

3. A copy of a letter to Flaitha and Hurst from Hunter L. Martin, III, Harris County attorney dated June 7, 1994.

I hope that this letter and attached copies of correspondence will prove the absolute absence of any alleged interest in/for liability for the taxes or any other indebtedness pertaining to subject property.

Very Truly Yours,

Dan B. Jordan

Dan B. Jordan
4001 N. Shepherd #106
Houston, TX 77018-5510
R.E. License #0097969

C.C.: Chaffin & Hurst

CALDWELL & HURST
LAWYERS
6910 FANNIN STREET
HOUSTON, TEXAS 77030
(713) 797-0061

JOHN H. CALDWELL
ERNEST C. HURST

STEVE UNDERWOOD
DAVID B. HURST

April 15, 1985

Mrs. Mary Moffitt Olson
2304 Robinhood
Houston, TX 77005

Mr. Henry Rowell
P. O. Box 294
Gladewater, TX 75647

Ms. Mary Louise Arterbury
c/o Sue Strobel
Rt. 1, Box 865
Flagstaff, AZ 86001

Mr. Alton Rogers
Rt. 2, Box 530
Manvel, TX 77578

Ms. Betty Haley
610 West Lavielle
Kirbyville, TX 75965

Mr. Bing Rogers
#1 East Nichols
Bellville, TX 77418

Mr. Gary Rogers
P. O. Box 13094
San Antonio, TX 78213

Mr. Johnny Rogers
312 Driveway St.
Fairbanks, Alaska 99701

Ms. Janet Isbell
4515 N. Braeswood, #21313
Houston, TX 77096

RE: Case No. 81-57399; Dan Jordan, Receiver vs. Margaret Mattison, Independent Executrix of the Estate of Mary I. Kinney, Deceased, also known as Mary Gayle and the Unknown Heirs of Mary I. Kinney, a/k/a Mary Gayle; 157th District Court

RE: Case No. 80-17410; Dan Jordan, Receiver vs. James Bradshaw Earthman; 129th District Court

RE: Case No. 1,149,696; Mary Louise Arterbury, et al vs. Bing Rogers, et al; 129th District Court

Ladies and Gentlemen:

Each of the captioned causes concern Lot 6 of Westover Addition, located in Houston, Harris County, Texas, in which each of you claim, or at some point claimed, an interest. This property is commonly known as 1217 West Drew. As some of you know, the improvements located on the property are in a rather dilapidated condition. However, the property's real value is the underlying real estate and not in the improvements.

So that those of you who are unfamiliar can have the background, I will review each of the captioned suits so that you will know the status of case.

In October of 1977, John Caldwell, a partner in this firm, filed a partition suit (Case No. 1,149,696) for a division of the interests in the lot. In April, 1979, the Court entered a judgment declaring the ownership to be as follows:

1/4th	-	Mary Louise Arterbury
1/4th	-	Jo Biesel
1/4th	-	the Estate of Kathryn Rowell
1/24th	-	Janet Isbell
1/24th	-	Alton Rogers
1/24th	-	Betty Kelley
1/24th	-	Bing Rogers
1/24th	-	Johnny Rogers
1/24th	-	Gary Rogers

Thereafter the Court appointed a receiver to sell the property and divide the proceeds after real estate commission, attorneys fees and court costs in the above proportions.

When the first attempt to sell the property was placed with a title company, the title examiner raised a question over a deed from Zeno J. Gayle to Mary Gayle which was dated in November, 1972. At the time this deed was signed (purportedly by Mr. Gayle), he did not own any interest in the property. Additionally, in September of 1976, Mrs. Gayle deeded an undivided one quarter of the property to a Houston attorney: James Earthman.

We attempted to have Mr. Earthman sign his interest back to us and when he refused, a suit was filed against him in April of 1980. In June of 1980, Mr. Earthman signed a quit claim deed and his interest now belongs to the receiver. In the interim, Mrs. Gayle (who had changed her name to Kinney), died and left a will which conveyed all of her personal property, but made no disposition of the remaining three quarters of the lot she purported to own. To complicate matters more, three separate will contests were filed by persons claiming an interest in her estate.

When an executrix was finally appointed by the Probate Court, suit was filed to clear the title against Ms. Kinney's estate and her unknown heirs (November, 1981). We have had the unknown heirs served by publication, and the Court has appointed an attorney ad litem to represent the unknown heirs. We intend to ask the Court for a hearing at the earliest opportunity whch we believe will be in late May or early June, 1985.

In the interim, we are conducting research to determine if it will be necessary to continue efforts to serve the independent executrix. In this regard, I have written to Stewart Title Company to ask them if they will insure the title if the Independent Executor is dismissed from the case.

Each of you should be aware that the City of Houston is greatly concerned about the condition of this property, both from the standpoint that the house is in a dilapidated condition and because the weeds and brush are creating a nuisance. I do not have an estimate about what the cleanup work and demolition of the house would cost. In the event the City has one of its crews to do it, it will likely cost considerably more than a private contractor and the City will place him on the property for this work.

Plaintiff have such other and further relief, general and special, at law or in equity, to which he may show himself to be justly entitled.

Respectfully submitted,

CALDWELL & BURST

As I am sure each of you know, none of the real estate taxes on the property have been paid in several years.

If any of you have any suggestions about what, if anything, to do about these items, please advise.

It is difficult to estimate the value of this property, although offers in excess of $50,000.00 have been received. My personal estimate is that it has a value in excess of $60,000.00 at present, which does not include deductions for ad valorem property taxes, legal fees and expenses, and the lien charges in the event the City of Houston demolishes the house and does upkeep. It would be my feeling, however, that at closing and after all expenses and fees, there should be roughly $40,000.00 available for distribution, if the house is sold for cash.

Please advise should you have any questions or comments.

Sincerely,

CALDWELL & HURST

By _____
Steve Underwood

SU:th

cc: Mr. Dan Jordan
1402 Dunlavy, Room 4
Houston, TX 77019

September 2, 1992

MIKE DRISCOLL
county attorney

1001 Preston, Suite 634
Houston, Texas 77002-1891
713/221-5101
Fax # 713/225-8924

Ms. Ann Chaffin
CHAFFIN & HURST
6910 Fannin Street
Houston, Texas 77030

RE: CAUSE NO. 92-28083 HOUSTON INDEPENDENT SCHOOL DISTRICT VS. DAN JORDAN.

Dear Ms. Chaffin:

Pursuant to our telephone conversation yesterday set forth below are the deed references resulting in the assertion of Dan Jordan's interest in the above reference matter.

10/1/76 Mary Gayle to James B. Earthman, III
Warranty Deed 1/4 undivided interest #150-84-2094.

6/19/80 James B. Earthman, III to Dan Jordan, receiver
Quitclaim Deed all interest #160-84-2094.

Mr. Jordan is clearly named in his capacity as receiver for the benefit of all parties involved in the lawsuit, Mary Louise Arterbury vs. Bing Rogers, Cause No.1,149,696.

A cursory search indicates that Ms Gayle was granted an interest in the property in 1976 (by #150-01-1669). It appears, therefore, that Mr. Jordan, as receiver, may need to be named in the property tax lawsuit.

As a practical matter it will be difficult to take a judgment in the lawsuit, given the state of the title. And it would not appear possible to maintain a claim of personal liability to Mr. Jordan.

Again, thank you for your assistance. If this office can be of any help to you please do not hesitate to contact me.

Sincerely,

MIKE DRISCOLL- 99999940
COUNTY ATTORNEY

By: Hunter L. Martin III
HUNTER L. MARTIN, III
ASSISTANT COUNTY ATTORNEY
1001 PRESTON, SUITE 634
HOUSTON, TEXAS 77002-1891
(713) 755-6065
(FAX) 755-8848

C: Dan Jordan

First Assistant: Marsha L. Floyd • Bureau Chiefs: James E. McKnight, Admin. Services, Jerry B. Schank, David R. Hurley • Division Chiefs: Dori A. Wind, Harold M. Streicher, Russell L. Drake, Mary J. McKerall, Donald W. Jackson, Frank E. Sanders, Richard S. Hill

Plaintiff have such other and further relief, general and special, at law or in equity, to which he may show himself to be justly entitled.

Respectfully submitted,

CALDWELL & HURST

September 2, 1992

MIKE DRISCOLL
county attorney

1001 Preston, Suite 634
Houston, Texas 77002-1891
713/221-5101
Fax # 713/225-8924

Mr. Dan Jordan
4001 N. Shepherd #106
Houston, Texas 77018-5510

RE: CAUSE NO. 92-28083 HOUSTON INDEPENDENT SCHOOL DISTRICT VS. DAN JORDAN.

Dear Mr. Jordan:

Pursuant to our conversations and the title material that you have provided, this office has investigated the claim by Houston Independent School District that you have an interest in the property involved in the above referenced lawsuit.

As the enclosed letter to Ann Chaffin sets forth, James B. Earthman grante[redacted] of his interest in the property to you, in your capacity as a receiver in lawsuit #1,149,696 [redacted] ecorded June 19, 1980. A review of the file of that lawsuit indicates that a sale of the property was never consummated. In addition I could not find any other documents which would indicate that a transfer occurred.

Although such a situation would make it difficult, if not impossible, to find you personally liable for the taxes claimed in the H.I.S.D. lawsuit, it does mean that your status as receiver of the property would require that you remain in the lawsuit. Given this circumstance you may want to file an answer in the action. I have already spoken to Ms. Chaffin about this situation and you may want to contact her.

Thank you for your attention and assistance with this matter. If I can be of any further help in this or any other situation, please feel free to contact me.

Sincerely,

MIKE DRISCOLL- 99999940
COUNTY ATTORNEY

By: Hunter L. Martin III

HUNTER L. MARTIN, III
ASSISTANT COUNTY ATTORNEY
1001 PRESTON, SUITE 634
HOUSTON, TEXAS 77002-1891
(713) 755-6065
(FAX) 755-8848

Enclosure

First Assistant: Marsha L. Floyd • Bureau Chiefs: James E. McKnight, Admin. Services, Jerry B. Schank, David R. Hurley • Division Chiefs: Dori A. Wind, Harold M. Streicher, Russell L. Drake, Mary J. McKerall, Donald W. Jackson, Frank E. Sanders, Richard S. Hill

Plaintiff have such other and further relief, general and special, at law or in equity, to which he may show himself to be justly entitled.

Respectfully submitted,

CALDWELL & HURST

September 2, 1972

MIKE DRISCOLL
County Attorney

Mr. Don Jordan
4001 N. Shepherd #105
Houston, Texas 77018-5510

RE: CAUSE NO. 69-35363 HOUSTON INDEPENDENT SCHOOL DISTRICT VS. DAN JORDAN.

Dear Mr. Jordan:

Pursuant to our conversations and the title research that you have provided, this office has investigated the claim by Houston Independent School District that you have an interest in the property involved in the above referenced lawsuit.

As the enclosed letter to Ann Claflin sets forth, James H. Bartman grants [redacted] of his interest in the property to you, in your capacity as a creditor in lawsuit #1,149,[redacted] styled [redacted] Inc. vs. [redacted] 19, 1969. A review of the file of our lawsuit indicates that a sale of [redacted] has been consummated. In addition I could not find any other documents which would indicate that a transfer occurred.

Although such a situation would make it difficult, if not impossible, to find you personally liable for the taxes claimed in the H.I.S.D. lawsuit, it does mean that your status as trustee of the property would require that you remain in the lawsuit. Given this circumstance you may want to file an answer in the action. I have already spoken to Ms. Claflin about this situation and you may want to contact her.

Thank you for your attention and assistance with this matter. If I can be of any further help in this or any other situation, please feel free to contact me.

Sincerely,

MIKE DRISCOLL - 000-0-00
COUNTY ATTORNEY

By: _____
ROLAND L. MARTIN, III
ASSISTANT COUNTY ATTORNEY
1001 PRESTON, SUITE 6M
HOUSTON, TEXAS 77002-1891
(713) 755-6085
(FAX) 755-8148

Enclosure

Fred Alexander Moody, Chief • Thomas Clinton Jones • E. Malcolm Jones • Jerry R. Mabry
Frank R. Gilroy • Charles Clinton Jones, Jr. • Mark Morris • Stephen Bennett • Frank Gilroy, Jr. • Mark Gilroy
Daniel R. Williams • Frank R. Jordan • Richard E. Hill

DAN BOSWELL JORDAN* *Real Estate/Appraisals/Investments*

P. O. Box 13644 • Houston, Texas 77219-3644 • Office: (713) 694-5875 • Res.: (713) 529-0310
Send mail to: 4001 N. Shepherd #106
Houston, TX 77018 - 5510

July 31, 1992

Mr. Hunter L. Martin III
Assistant County Attorney
1001 Preston, Suite 634
Houston, Texas 77002

Re: Suit (Cause) No. 92-28083
Lt. 6, Westover Add'n.

Dear Mr. Martin:

Here is a copy of Stewart Title Co. GF No. 12232 which I told you I'd send to you.

To my knowledge Caldwell & Hurst have never been able to clear title to the point where it can be sold.

Very truly yours,

Dan B. Jordan

cc: Ann Chaffin
Caldwell & Hurst

Ann: What do I do to get out of this trap?

Dan

EARNEST MONEY CONTRACT

909653

LOUISVILLE TITLE INSURANCE COMPANY — THE SHIELD OF PROTECTION — GUARDING YOUR REAL ESTATE OWNERSHIP

THE STATE OF TEXAS }
COUNTY OF HARRIS } BY THIS AGREEMENT:

Dan Jordan, Receiver (#1149696 - 10/25/77 - 129th District Ct.-Harris Co.)
(hereinafter called Seller) represented by the undersigned Agent, hereby agrees to sell and convey by General Warranty Deed unto Ross W. Fisk, 1707 Holman, Houston, Texas 77004
(hereinafter called Purchaser) and Purchaser agrees to buy upon the terms and conditions herein contained, the following described property with all improvements thereon:

Lot Six (6) of Westover Addition, City of Houston, County of Harris, State of Texas, according to the map or plat thereof recorded in Volume 2, Page 70, of the Map Records of Harris County, Texas.

The consideration for the sale and conveyance of said property is $ $35,000.00 payable as follows: $35,000.00 cash to be paid by Purchaser contemporaneously with the conveyance of said property by Seller to Purchaser; and

Said note or notes (if any) to contain usual default and attorney's fee clauses and to be secured by vendor's lien, superior title and usual Deed of Trust lien on said property.

In consideration of which, and within five (5) days from the date title to the above property is shown in Seller as hereinafter provided, Seller agrees to execute and deliver General Warranty Deed to Purchaser conveying said property free and clear of all encumbrances except those named herein, at which time Purchaser agrees to pay said consideration in the manner above provided.

Seller agrees to furnish within fifteen (15) days from acceptance of this Contract by Seller, an owner's title policy from LOUISVILLE TITLE COMPANY OF HOUSTON, 4507 SAN JACINTO, JA 9-3611, in the amount of the sales price, which will then be considered as furnishing good title as herein contracted to be furnished. If said title company's attorney makes objections to said title, then Seller shall have a reasonable time not to exceed thirty (30) days from the date such objections are made known to Seller in writing, in which to cure such objections as will show good title in Seller. In the event of failure to furnish good title the Earnest Money hereinafter mentioned and hereby receipted for is to be returned to Purchaser upon the cancellation and return of this Contract. If Seller fails to comply with the terms of this contract for any reason except his inability to furnish good title as above set out, Purchaser may enforce specific performance.

Any usual use restrictions, easements, reservations or zoning ordinances, to which the above property may be subject and which may be common to the addition or subdivision of which this property is a part, shall not be an objection to the title to said property, unless otherwise specified herein.

As earnest money Purchaser has this day placed the sum of $ 500.00 together with a copy of this agreement in escrow with Louisville Title Co. of Houston. Should the terms of this agreement be carried out within the time specified, said sum shall be applied to the cash consideration for the conveyance of the above property in accordance with the terms hereof, but should Purchaser fail to consummate this agreement within the time specified herein, for any reason except title defects as would show title in Seller not to be good, Seller shall have the right to said sum as liquidated damages and shall pay to undersigned Agent therefrom one half of said cash deposit, not exceeding, however, the commission agreed to be paid by Seller to Agent as hereinafter provided; or Seller may enforce specific performance of this contract.

Seller agrees to pay to Dan B. Jordan, Agent, a commission of $ 2100.00 for the sale of the above property.

Unless otherwise specified herein possession of said property shall be delivered to Purchaser upon the consummation of this transaction.

Seller shall furnish proper evidence of payment of all taxes to and including the preceding year and taxes for the current year, and current rents, insurance and interest (if any) are to be prorated to date of closing.

Executed in quadruplicate this 2 day of September, 19 80.

This contract subject to acceptance by Seller evidenced by Seller's signature hereto.

Dan B. Jordan
Seller.

Seller.

Ross W. Fisk
Purchaser.

Purchaser.

By: _____
Agent for Seller

NOTICE TO THE PURCHASER

Texas real estate license act requires agent to advise purchaser that he should have an attorney examine an abstract of title to property being purchased; or a title insurance policy should be obtained. Notice to that effect is, therefore, hereby given purchaser.

September 4, 1980

The undersigned, as Escrow Agent aforesaid, hereby acknowledges receipt of Purchaser's check for $500.00 tendered as earnest money, to be held by undersigned Escrow Agent in accordance with terms of attached agreement. Escrow Agent does not, however, assume and shall not be under, any liability on account of Bank's dishonoring said check or on account of performance or non-performance of any party to the agreement; and Escrow Agent may, at its option, require the receipt, release, and authorization in writing of all parties before paying the deposit to either party. Escrow Agent shall not be liable for any interest or other charge on the money held by it, and shall assume no liability until said check is cleared through regular channels of banking. All sums retained in escrow for a period beyond six months from date shall bear a reasonable service charge not to exceed ten percent per year. Any unreimbursed abstract or cancellation fee will be deducted if failure to close is for other than title defects.

LOUISVILLE TITLE COMPANY OF HOUSTON, AGENT

By: M. King

No. 1,149,696

MARY LOUISE ARTERBURY, ET AL	§	IN THE DISTRICT COURT
	§	
VS.	§	OF HARRIS COUNTY, TEXAS
	§	
BING ROGERS, ET AL	§	129th JUDICIAL DISTRICT

ORDER OF SALE

BE IT REMEMBERED THAT on this the _____ day of _____, 1979, came on to be heard in regular order, in the above numbered and styled matter, the written Application of DAN JORDAN, the Court's duly appointed Receiver herein, filed herein on the _____ day of October, 1979, for authority to sell and convey all of the Plaintiffs' and Defendants' interest in and to the following described real estate located in Harris County, Texas, to-wit:

> Lot No. 6, Westover Addition, an addition in Houston, Harris County, Texas, according to the map thereof recorded in Volume 2, Page 70, of the Map Records of Harris County, Texas, together with all improvements situated thereon, said property also being known as 1217 West Drew.

The Court, after reviewing and considering the aforesaid Application, together with the proposed Earnest Money Contract attached thereto, finds that the Application conforms with the requirements of law; that the proposed sale price is, according to the Receiver herein, at or above the market value of the said property; that the sale should be made at a private sale and for cash; that the terms of the sale should be those contained in the Earnest Money Contract attached to the aforementioned Application as Exhibit "A" thereto.

IT IS THEREFORE, ORDERED that DAN JORDAN, the Court's Receiver herein, be and is hereby authorized and directed to sell the heretofore described real property.

IT IS FURTHER ORDERED, that said sale be a private sale for cash; that the terms of such sale be as set forth in the Earnest Money Contract attached to the Application to Sell Real Property on file herein; that such sale take place as expeditiously as possible under the circumstances, and that such sale be subject to the normal and customary expenses of sale of real estate; and that immediately following

the sale pursuant to this Order, the Receiver make and return to this Court a Report of Sale in accordance with law.

SIGNED this _____ day of _____, 1979.

_____
JUDGE PRESIDING

APPROVED:

CALDWELL & HURST

By _____
Steve Underwood
Texas Bar #20388800
Attorneys for Plaintiffs
6910 Fannin, Suite 301-A
Houston, Texas 77030
(713) 797-0061

REALTOR®

Houston Board of Realtors

3693 Southwest Freeway Houston, Texas 77027 (713) 629-1900

CONVENTIONAL LOAN — RESIDENTIAL EARNEST MONEY CONTRACT

5-14-76

1. PARTIES: _____ (Seller) agrees to sell and convey to DWIGHT SHERRY, a baron sole (Buyer) and Buyer agrees to buy from Seller the following property situated in HARRIS County, Texas, known as 1217 W. DREW, HOUSTON, TEXAS (Address).

2. PROPERTY: Lot 6 Block _____, WESTOVER ADDITION (VOL 2, PAGE 70 MAP RECORDS OF HARRIS COUNTY, Addition, City of _____, or as described on attached exhibit, together with the following fixtures, if any: curtain and drapery rods, venetian blinds, window shades, screens and shutters, awnings, wall-to-wall carpeting, mirrors fixed in place, attic fans, permanently installed heating and air conditioning units and equipment, lighting and plumbing fixtures, TV antennas, mail boxes, water softeners, shrubbery and all other property attached to the Property and owned by Seller. All property sold by this contract is called "Property."

3. CONTRACT SALES PRICE:
   A. Cash down payment payable at closing ..... $ 33,000.00
   B. Note described in 4 below (the Note) in the amount of ..... $ _____
   C. Any balance of Sales Price is to be evidenced by a second lien note (the Second Note) payable to
      ☐ Seller ☐ a third party either in
      ☐ a lump sum on or before _____; or
      ☐ _____ installments of not less than _____ each _____ % interest commencing _____,
      in the principal amount of ..... $ _____
   D. Sales Price payable to Seller on Loan funding after closing (Sum of A, B and C) ..... $ 33,000.00

4. FINANCING CONDITIONS: This contract is subject to approval for Buyer of a ☐ Conventional or ☐ Conventional Private Mortgage Insured (PMI) third party loan (the Loan) of not less than the amount of the Note, amortizable monthly for not less than _____ years, with interest not to exceed _____ percent per annum, and approval of any third party Second Note. Buyer shall apply for all financing within _____ days from the effective date of this contract and shall make every reasonable effort to obtain approval. If all financing cannot be approved within _____ days from effective date of this contract, this contract shall terminate and Earnest Money shall be refunded to Buyer without delay after deducting actual expenses incurred or paid on Buyer's behalf in processing this sale.

5. EARNEST MONEY: $ 500.00 of the cash down payment is herewith tendered and is to be deposited as Earnest Money with STEWART TITLE as Escrow Agent, upon execution of the contract by both parties. Additional Earnest Money, if any, shall be deposited with the Escrow Agent on or before the _____ day of _____, 19_____, in the amount of $_____.

6. TITLE: Seller at Seller's expense shall furnish either:
   ☒ A. Owner's Policy of Title Insurance (the Title Policy) issued by STEWART TITLE in the amount of the Sales Price and dated at or after closing; OR
   ☐ B. Complete Abstract of Title certified by _____ to current date.

   NOTICE TO BUYER: AS REQUIRED BY LAW, Broker advises that YOU should have any abstract covering the Property examined by an attorney of YOUR selection, or YOU should be furnished with or obtain a Title Policy.

7. PROPERTY CONDITION (Check applicable box or boxes):
   ☐ A. Buyer accepts the Property in its present condition, subject only to lender required repairs and the following: _____
   ☒ B. Buyer requires inspections and repairs as provided by the ~~attached~~ addendum and those required by any lender.

   Buyer acknowledges that Broker and Sales Associates have no responsibility or liability for repair or replacement of any of Property. Upon notice of approval of all Loans, Seller shall immediately commence and complete all repairs.

8. BROKER'S FEE: DAN B. JORDAN & ASSOCIATES Broker (3 %) and FIRST TEXAS, REALTORS Co-Broker (3 %), as Real Estate Broker ("Broker") has negotiated this sale and Seller agrees to pay Broker in HARRIS County, Texas, a total cash fee of 6% of the Sales Price on payment thereof or on Seller's default if closing is prevented by fault of Seller.

9. CLOSING: The closing of the sale shall be ~~on or before~~ within ninety days of this contract, however, closing shall be automatically extended until 7 days after satisfaction of title and Loan requirements necessary for closing, but in no event shall all time extensions exceed 30 days from original closing date.

10. POSSESSION: The Property shall be delivered to Buyer on day of closing in its present or required improved condition, ordinary wear and tear excepted. Any possession by Buyer prior to or by Seller after Loan funding shall establish a landlord-tenant at sufferance relationship between the parties.

11. SPECIAL PROVISIONS:

ADDENDUM
SELLER AGREES AT HIS EXPENSE TO FURNISH BUYER WITH A LETTER OF CURRENT DATE FROM A LICENSED EXTERMINATOR STATING THERE IS NO VISABLE EVIDENCE OF ACTIVE TERMITES OR OTHER WOOD DESTROYING INSECTS OR DAMAGE FROM SAME IN NEED OF REPAIR TO THE IMPROVEMENTS ON THE PROPERTY.

(State terms and conditions of a factual nature applicable to this sale, e.g., personal property included in sale, prior purchase or sale of other property, lessee's surrender of possession, etc.)

12. SALES EXPENSES TO BE PAID IN CASH AT OR PRIOR TO CLOSING:
   A. Loan appraisal fees shall be paid by _____
   B. Buyer's Expenses:
      (1) Expenses incident to financing (e.g. preparation of any Note, Deed of Trust and other loan documents, survey, recording fees, copies of restrictions and easements, Mortgage Title Policies, credit reports, photos); ½ of any escrow fee; any required premiums for flood and hazard insurance; any required escrow deposits of insurance premiums, ad valorem taxes and special assessments; interest on all monthly installment payment notes from date of closing to one month prior to dates of first monthly payment; expenses stipulated to be paid by Buyer under other paragraphs of this contract.
      (2) Fees for loans (e.g. any PMI premiums; loan and mortgage application, origination and commitment fees; Buyer's Loan discount points) not exceeding $_____.
   C. Seller's Expenses:
      (1) Seller's Loan discount fees not exceeding _____.
      (2) Prepayment penalties on any existing Loans, plus cost of releasing such Loans and recording releases; Tax Certificates; ½ of any escrow fee; preparation of Deed; other expenses stipulated to be paid by Seller under other paragraphs of this contract and in any addendum.

D. If any expenses exceed the maximum amount herein stipulated to be paid by either party, such party may terminate this contract unless the other party agrees to pay such excess.

13. PRORATIONS: Insurance, at Buyer's option, taxes, and any rents and maintenance fees shall be prorated to the date of closing.

14. TITLE APPROVAL: If Abstract of Title is furnished, Seller shall deliver same to Buyer within 20 days from the date of application therefor. Within 20 days from date of Buyer's receipt of Abstract a copy of the title opinion shall be delivered to Seller, stating any objections to title, and only objections so stated shall be considered. If Owner's Title Policy is furnished, Seller shall have 20 days from date of application therefor to secure an Owner's Title Policy Commitment. In either instance, if title objections are disclosed, Seller shall have 30 days to cure the same. Exceptions and reservations permitted in the Deed and zoning ordinances shall not be valid objections to title. The Title Policy (form prescribed by State Board of Insurance of the State of Texas) shall guarantee Buyer's title to be good and indefeasible subject only to (i) Restrictive covenants affecting the Property (ii) any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments, or any overlapping of improvements (iii) all taxes for the current and subsequent years (iv) any existing building and zoning ordinances (v) rights of parties in possession (vi) liens which are recited as part of the consideration for the Property (vii) any reservations or exceptions permitted in the Deed. Seller shall furnish at Seller's expense tax certificates showing no delinquent taxes, and a general Warranty Deed conveying the title subject only to liens created as part of the consideration, taxes for the current year, usual restrictive convenants and utility easements common to the platted subdivision of which Property is a part and any other reservations or exceptions acceptable to Buyer. All Notes shall be secured by Vendor's and Deed of Trust liens. Unless otherwise mutually agreed, the Deed of Trust shall be upon a form currently published by the State Bar of Texas or required by any lending institution providing funds for financing.

15. LOSS: If any part of Property is damaged or destroyed by fire or other casualty loss, Seller shall restore the same to its previous condition as soon as reasonably possible, but in any event within 30 days after the herein recited period of time for closing (and the closing date shall be extended accordingly); and if Seller is unable to do so, Buyer may cancel and terminate this Contract, whereupon all Earnest Money shall be returned to Buyer, and Broker shall not be entitled to any fee.

16. DEFAULT: If Buyer fails to comply herewith, Seller may either enforce specific performance or receive the Earnest Money as liquidated damages, one-half of which (but not exceeding the herein recited Broker's fee) shall be paid by Seller to Broker in full payment for Broker's services. If Seller is unable, through no fault of his own, to obtain abstract or title information from the Title Company or to make any repairs required herein, within the time herein specified, Buyer may, at his option, extend the time or terminate the contract, and receive the Earnest Money back as the sole remedy, and no Broker's fee shall be earned. If Seller fails to comply herewith for any other reason, Buyer may demand the Earnest Money, thereby releasing Seller from this contract, or Buyer may either enforce specific performance hereof or seek such other relief as may be provided by law. If completion of sale is prevented by Buyer's default, and Seller elects to enforce specific performance, the Broker's fee is payable only if and when Seller collects judgment for such default by suit, compromise, settlement or otherwise, and after first deducting the expenses of collection, and then only in an amount equal to one-half of that portion collected, but not exceeding the amount of Broker's fee.

17. ESCROW: Escrow money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the deposit to any party and (iii) is not liable for interest or other charge on funds held. Any Earnest Money in excess of that required for down payment shall be applied against Buyer's closing costs.

18. REPRESENTATIONS: Seller represents that at the time of closing there will be no Title I liens, unrecorded liens or Uniform Commercial Code liens against any of the Property. If above representations are untrue, then this contract may, at Buyer's option, be declared null and void and Earnest Money shall be returned without delay. Representations shall survive closing.

19. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written consent.

20. CONSULT YOUR ATTORNEY: This is a legally binding contract. READ IT CAREFULLY. If you do not understand the effect of any part, consult your attorney before signing. The Broker cannot give you legal advice — only factual and business details concerning the Property. If desired, attorneys to represent parties may be designated below, and that so employment may be accepted, Broker shall promptly deliver a copy of this contract to such attorneys.

Seller's Atty: _____ Buyer's Atty: _____

EXECUTED in multiple copies effective the _____ day of _____, 19 _____ (Broker fill in date after last party signs).

Receipt of $ _____ Earnest Money is acknowledged in the form of _____.

Escrow Agent _____ Date _____ Seller _____

By _____ Seller _____

Broker _____ License No. _____ Seller's Address _____ Tel. _____

By _____ Dwight Cherry Buyer _____

FIRST TEXAS, REALTORS - G. ALLEN, BROKER

Co-Broker _____ License No. 149748 Buyer _____

By G. Allen

Buyer's Address _____ Tel. _____

Phone: 960-9960
1524 Vassar
Hou. Tx. 77006

5/14/76

September 5, 1979

Mr. Steve Underwood
6910 Fannin - Suite 301A
Houston, Texas 77030

In re: 1217 W. Drew

Dear Steve:

Here is an executed (by proposed purchaser) Earnest Money Contract on subject property, together with a Check to Stewart Title Co. in the amount of $500.00 signed by Dwight Sherry, the proposed purchaser.

You will note that the proposed purchase price is $33,000,and that the contract is undated. I suppose this "offer" is meant to hold good for the 90 days mentioned in Item 9 from the date of Mr. Sherry's check which is 8/30/79.

Please present this to the proper authority for its perusal and possible approval.

If you need more information, don't hesitate to call me.

Very truly yours,

Dan B. Jordan

cc:First Texas Realtors
~~1115 Berkowll~~ 4524 VASSAR
Houston, Texas 77006
Att'n: Geoffrey Allen

Mr. Jordan:
I have the earnest
money check!
Geoff

GEOFFR[illegible]LLEN
[illegible]esident

First Texas
REALTORS

1115 Barkdull, Houston, Texas 77006 • (713) 960-9960

October 5, 1979

Mr. Steve Underwood
6910 Fannin - Suite 301A
Houston, Texas 770030

In re: 1217 West Drew

Dear Steve:

Here is an executed Earnest Money Contract in the amount of $35,000 on subject property together with a check to Stewart Title Co. in the amount of $500 signed by Ross W. Fisk, the proposed purchaser.

This contract is dated October 4, 1979. Mr. Ross W. Fisk understands that, in the event he is unable to secure a loan in the amount of $31,500 on the property from Heights Savings and Loan Co. (Heights Savings & Loan has indicated to him that they might make such a loan to him), his Earnest Money will be returned to him.

Mr. Fisk states that, as soon as the Seller approves this contract and it is placed in the title company, he plans to put a dumpster (at his expense) on the property and start cleaning it up, so that it will make a more habitable appearance to the Heights S & L Appraiser when his application for a loan is processed.

It is my recommendation that the court approve this contract. I have tried to sell it for several weeks at $42,500, but have been unsuccessful. It is my opinion that, due to the increased vandalism by transients, we should delay selling no longer for fear that further damage may result and thereby lower the value even further.

If you need more information, please call me.

Very truly yours,

Dan B. Jordan

cc: Ross W. Fisk
3410 Morningside #12
Houston, Texas 77098

October 5, 1979

Mr. Steve Underwood
6910 Fannin - Suite 1014
Houston, Texas 77030

In re: 1017 East Drew

Dear Steve:

Here is an executed Earnest Money Contract in the amount of $19,800 on subject property together with a check to Stewart Title Co. in the amount of $200 signed by Ross W. Fisk, the proposed purchaser.

This contract is dated October 5, 1979. Mr. Ross W. Fisk understands that, in the event he is unable to secure a loan in the amount of $19,800 on the property from Heights Savings and Loan Co., Heights Savings & Loan has indicated to him that they might make such a loan to him, his Earnest Money will be returned to him.

Mr. Fisk states that, as soon as the seller approves this contract and it is placed in the title company, he plans to hire a engineer (at his expense) on the property and start clearing it up, so that it will make a more habitable residence for the Heights S & L appraiser when his application for a loan is processed.

It is my recommendation that the court approve this contract. I have tried to sell it for several weeks at $42,500, but have been unsuccessful. It is my opinion that, due to the increased vandalism by trespassers, we should delay selling no longer for fear that further damage may result and thereby lower the value even further.

If you need more information, please call me.

Very truly yours,

John R. Jordan

cc: Ross W. Fisk
4410 Morningside #12
Houston, Texas 77098

9/03/92 8:00 AM

Talked to Hunter Martin III. He is to talk to Mike Driscoll & see if it is feasible for the County to dismiss this suit & be back in touch.

He told me to talk to Amy Chafin after I have received the letter he wrote me yesterday — says that James Carlyman quit claimed his interest (whatever it might have been) to me [Hunter guesses it was to get himself (James) out of it]

(then talk to Amy Chafin about quit claiming any interest I have into the HISD)

DAN BOSWELL JORDAN* *Real Estate/Appraisals/Investments*

1402 Dunlavy • Room 4 • Houston, Texas 77019 • Office: (713) 526-2574 • Res. (713) 529-0310

MEMBER:
Houston Board of Realtors
Texas Association of Realtors
National Association of Realtors

A GOOD NAME IS RATHER TO BE CHOSEN THAN GREAT RICHES

LICENSED SINCE 1960 • UNDER ALL IS THE LAND

*"A Man Who Loves Houston"

Sanctity of Contract

STEWART TITLE

10-8-80
Must have deed from heirs.
JG
TURN DOWN FILE UNTIL THIS ACCOMPLISHED

March 4, 1980

Dan B. Jordan
1402 Dunlavy - Room 4
Houston, Texas 77019

RE: Stewart GF-1223-Z
Lot 6, Westover Addition

Dear Mr. Jordan:

Enclosed please find a copy of our title report covering Lot 6 of Westover Addition, and a zerox copy of my run sheet showing passage of title out of Z. J. Gayle and wife Mary Gayle to M. L. Arterbury (his daughter) and on into Mrs. Fern Jones.

Title was originally acquired by Z. J. Gayle and Mary I. Kenney, by deed dated May 22, 1958, from Lee F. Brock and wife, recorded in Volume 3511, Page 738 Deed Records.

After title became vested in Fern Jones by deed dated July 5, 1970, recorded in Volume 8061, Page 149 Deed Records, Zeno J. Gayle executed a deed to his wife Mary Gayle, dated November 10, 1974, in which Jo Bresel, the daughter was to be allowed to use the lower floor of the house and Jo Gayle Biesel later conveyed this right to Mari Biesel Olson.

Thereafter Mary Gayle executed a deed dated September 28, 1976, to James B. Earthman, III, covering an undivided 1/4th interest.

heirs of Mrs. Jones!

We would like for the interests if any of James B. Earthman, III, of Mary Gayle, and of Mari Bresel Olson to be acquired so that they would no longer have a claim to this property. It may be that their rights, if any, could be determined in the present partition suit.

We note that there has not been a conveyance of the subject property to a third party outside the family who would be a bona fide purchaser for value, and for this reason would be reluctant to insure the title without proper deeds out of Mary Gayle, James B. Earthman, III, and Mari Biesel Olson.

Sincerely,

Joe Abbate, Jr.

Joe Abbate, Jr.
Sr. Title Officer

< Need QCD.
JG

JA:jea
Encs.

daughter of Jo Biesel

Member of Lawyer

STEWART TITLE

March 4, 1980

Dan B. Jordan
1402 Punlavy - Room A
Houston, Texas 77019

RE: Stewart GF-12272-C
Lot 6, Westover Addition

Dear Mr. Jordan:

Enclosed please find a copy of our title report covering lot 6 of Westover Addition, and a xerox copy of my run sheet showing passage of title out of J. J. Gayle and wife Mary Gayle to M. L. Arterbury (his daughter) and husband Ben. Vern Jones.

Title was originally acquired by J. J. Gayle and Mary J. Kenney, by deed dated May 22, 1878, from Lee P. Brock and wife, recorded in Volume 3311, Page 724 Deed Records.

After title became vested in Vern Jones by deed dated July 5, 1970, recorded in Volume 8061, Page 149 Deed Records, Vern J. Gayle conveyed a deed to his wife Mary Gayle, dated November 10, 1974, in which to Grantee, the daughter was to be allowed to use the lower floor of the house and to Gayle Hilsel later conveyed this right to Mark Hilsel Olson.

Thereafter Mary Gayle executed a deed dated September 26, 1976, to James B. Earthman, III, covering an undivided 1/4th interest.

We would like for the interests if any of James [redacted] of [redacted] and of [redacted] to be acquired so that they would no longer have a claim to this property. It may be that their rights, if any, could be determined in the present partition suit.

We note that there has not been a conveyance of the whole property to a third party outside the family who would be a bona fide purchaser for value, and for this reason would be reluctant to insure the title without proper deeds out of Mary Gayle, James B. Earthman, III, and Mark Hilsel Olson.

Sincerely,

Joe Abbate, Jr.
Sr. Title Officer

JA:jes
Enc.

HENINGTON PUBLISHING COMPANY

1 Main Street, Wolfe City, Texas 75496
903-496-2226/Metro 248-0100
1-800-441-9706

From the desk of

FAX 489-8371 - ROGERS

FAX 796-2530 - ANN CHAFFIN

Faxed 1:30 Pm
10/25/95

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Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

KATHERINE TYRA, DISTRICT CLERK
301 FANNIN ST.
CIVIL COURTS BLDG.
HOUSTON, TX 77002

4a. Article Number

4b. Service Type

☐ Registered ☐ Insured
☐ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery

NOV 01 1994

5. Signature (Addressee)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature (Agent)

PS Form 3811, December 1991 ☆U.S. GPO: 1993—352-714 **DOMESTIC RETURN RECEIPT**

Thank you for using Return Receipt Service.

UNITED STATES POSTAL SERVICE

Official Business

PENALTY FOR PRIVATE
USE TO AVOID PAYMENT
OF POSTAGE, $300

U.S. MAIL

Print your name, address and ZIP Code here

DAN B JORDAN
4001 N. SHEPHERD #106
HOUSTON, TX 77018-5510

1001 Preston, Suite 634
Houston, Texas 77002
713/221-5101
Fax # 713/225-8924

MIKE DRISCOLL
county attorney

8:05AM 10/03/94

Rose Salas -
755-8387
gave letter to Tyra et
to
Tomalea Courtney
for Mike's file

Eminent Domain Division
Division Chief: Russel Drake 221-7162 Deputy Chief: Robert Montgomery 221-7158
Assist. County Attorneys: Clarissa Bauer 221-7962, Richard Hill 221-7982

TX REPORT

Oct.26 1994 11:18AM

RECEIVING FACSIMILE	MODE	PAGES	START TIME	USAGE TIME	RESULT
7137962530	TX	01	Oct.26 11:18AM	00'48	OK

Schedule A
SEPTEMBER 1, 1980

Commitment No. 813-43923 TD 2/70 M
PRIOR G.F. No. NONE G.F. No. 909653
J. PIZZITOLA/RGR/mld/9/15

1. Policy or Policies to be issued:
(a) Form T-1: Owner Policy of Title Insurance Amount $ TO BE DETERMINED
Proposed Insured:
ROSS W. FISK

(b) Form T-2: Mortgagee Policy of Title Ins. Amount $ YOUR LOAN
Proposed Insured:

Proposed Borrower:
ROSS W. FISK

(c) Form T-13: Mortgagee Title Policy Binder on Interim Construction Loan Amount $ YOUR LOAN
Proposed Insured:

Proposed Borrower:

(d) Other: Amount $ YOUR LOAN
Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein: FEE SIMPLE.

3. Record title thereto at the effective date hereof appears to be vested in:

DAN JORDAN, duly appointed receiver of the 129th Judicial District Court, in Cause No. 1149696

4. The land referred to in this Commitment is described as follows:

Lot Six (6), of WESTOVER, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas.

Schedule B

Schedule B of the policy or policies to be issued will also contain the following exclusions and exceptions:
The policy will be subject to the Conditions and Stipulations thereof, the terms, and conditions of the instrument creating the estate insured, if any, shown in Schedule A, and to the following matters which will be additional exceptions from the coverage of the policy:

1. Restrictive covenants affecting the land described or referred to above, but in any mortgagee policy of title insurance, or mortgagee title policy binder on interim construction loan, the Company will guarantee that any such restrictive covenants have not been violated so as to affect, and that a future violation thereof will not affect the validity or priority of the insured mortgage.

No restrictions of record except those recorded in Volume 261, Page 599 of the Deed Records of Harris County, Texas.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.

3. Taxes for the year 1980 and subsequent years, not yet due and payable, and subsequent assessments for prior years due to change in land usage or

Valid Only If Schedules A, B, C
And Cover Page Are Attached

ownership. (Subject to receipt of evidence of payment of taxes for prior years.)

4. Usury or claims of usury. (MORTGAGEE POLICY or MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN ONLY)

5. Any right of rescission contained in any CONSUMER CREDIT PROTECTION or TRUTH-IN-LENDING laws. (MORTGAGEE POLICY or MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN ONLY)

6. No materials have been furnished or any labor performed in connection with the construction contemplated hereunder prior to the execution, acknowledgment, and delivery of the lien instrument described under SCHEDULE A hereof, if the land described under SCHEDULE A forms any part of the homestead of the owner. (May be deleted if satisfactory evidence is furnished before binder is issued.) (MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN ONLY)

7. The following lien(s) and all terms, provisions and conditions of the instrument(s) creating or evidencing said lien(s):

(LIEN(S), IF ANY, TO BE CREATED ON A FORM AND IN A MANNER WHICH IS ACCEPTABLE TO THIS COMPANY.)

8. Rights of parties in possession. (OWNER POLICY ONLY)

Schedule C

Schedule B of the policy or policies to be issued will also contain exceptions with respect to the following matters supposed to affect title to the hereinabove described property unless the following matters are disposed of to the satisfaction of the Company at or prior to the date of the issuance of the policy:

1. Instrument(s) creating the estate or interest to be insured must be approved by the Company, executed and filed for record.

2. Satisfactory evidence that no person occupying the property or any portion thereof owns or claims any interest therein, either personally or by right of another, adverse to the present record owner as shown in Schedule A.

3. Payment of the full consideration to, or for the account of, the grantors or mortgagors.

4. Payment of all taxes, charges and assessments levied or assessed against the subject estate or interest, which are currently due and payable.

5. Satisfactory evidence that all improvements and/or repairs and/or alterations thereto are completed and accepted by the owner and that all contractors, subcontractors, laborers and materialmen have been paid in full, and no mechanic's, laborer's or materialmen's liens have attached.

6. Any defect, lien, encumbrance or other matter affecting or supposed to affect title to the estate or interest to be insured which may be filed or which may arise subsequent to the effective date hereof.

7. If a mortgagee policy of title insurance is to be issued, satisfactory evidence that restrictions and restrictive covenants, if any, have not been violated so as to affect and that a future violation thereof will not affect the validity or priority of the insured mortgage.

8. NOTE: We find no outstanding liens of record affecting the subject property. Inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest claim in the subject property.

9. As shown on the attached copy of the Title Data, Inc. General Index, the record reveals numerous Abstracts of Judgment and/or Federal Liens against persons with names similar to Bing Rogers, Gary Rogers, Johnny Rogers, Joe Biesel and Betty Kelley. We must be furnished proper Releases or acceptable proof in recordable form that they are not one and the same.

Valid Only If Schedules A, B, C
And Cover Page Are Attached

10. Ascertain that the Earnest Money Contract in the instant transaction is the same under which application to sell real estate was made in Cause No. 1149696, and under which terms an order of sale was filed in said Cause No. 1149696; Secure certified copies of order reporting the sale and an order confirming te sale in said action.

Secure dismissal of that district court action, styled Dan Jordan, Receiver VS James Bradshaw Earthman, III and Mary Gayle also known as Mary Kinney in Cause No. 80-17410.

COMMONWEALTH LAND TITLE INSURANCE COMPANY
LOUISVILLE TITLE COMPANY OF HOUSTON

BY: J. Pizzitola by LGK
Authorized Countersignature

Valid Only If Schedules A, B, C
And Cover Page Are Attached

ASSESSOR'S BL

Block or 1to13
Abstract No. ..... Survey or Addition Westover.

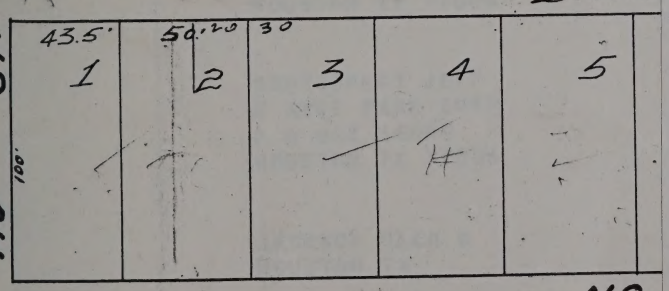
PATENT				
No.	Vol.	TO WHOM ISSUED	DATE M	DATE D

Scale 60 =one inch.

map 38

W. DREW

~~BAKE~~



NO

HYDE P

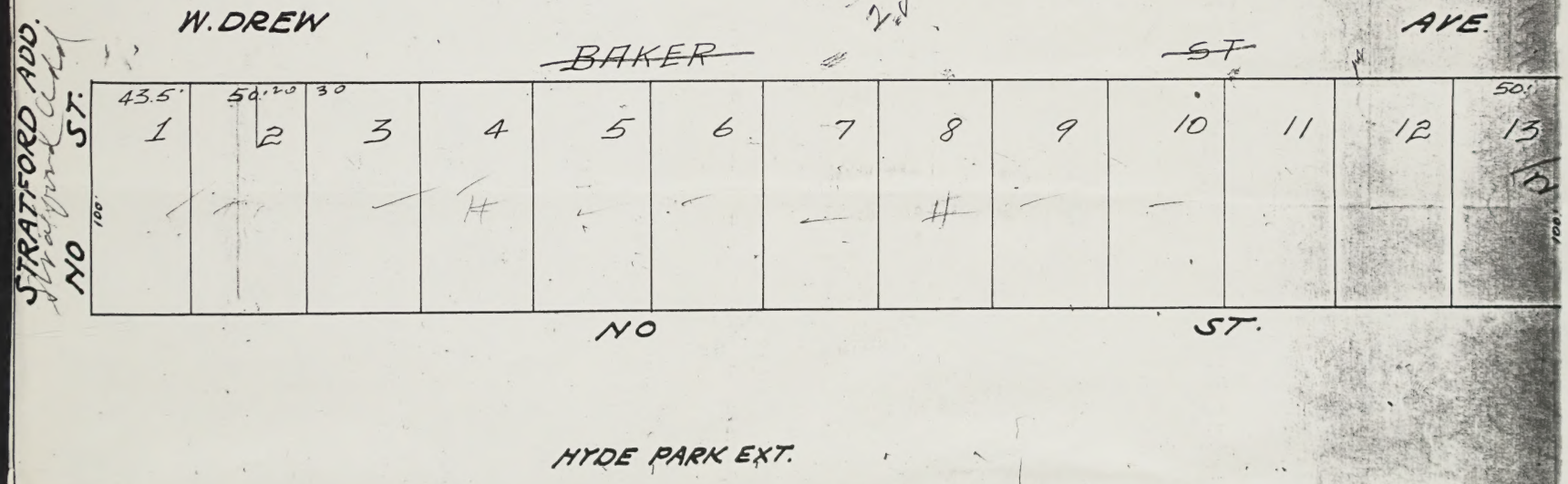
ASSESSOR'S BLOCK BOOK FOR HARRIS COUNTY, TEXAS

Block or Abstract No. 1to13 Survey or Addition Westover. O.Smith. Plat No. City S. D. D. D.

PATENT							CERTIFICATE			
No.	Vol.	TO WHOM ISSUED	DATE M	DATE D	DATE Y	ACREAGE	No.	CLASS	CHARACTER	TO WHOM ISSUED

Scale 60 =one inch.

map 38



1402 Dunlavy
Rm 4
Hou, 77019

Subdivisions of Tracts specified below, as shown on above plat, were made in the respective years specified, before assessment time expired for said years, or in preceding years, and tracts formed by said numbers as shown.

Tract No. ..... subdivided in 19..... into tracts Nos. .....

Tract No. ..... subdivided in 19..... into tracts Nos. .....

Tract No. ..... subdivided in 19..... into tracts Nos. .....

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Tract No. ..... subdivided in 19..... into tracts Nos. .....

Tract No. ..... subdivided in 19..... into tracts Nos. .....

ASSESSOR'S BLOCK BOOK FOR HARRIS COUNTY, TEXAS

YEAR 1980

The abstract on this page of property assessed for taxes is Platted by Plat No._____on page in this volume of the same number as this page and reference is hereby made to said plat for a description of the property assessed and it is hereby made a part of these assessments. Reference is made to all data on said plat for description of said property assessed for taxes, which data and plat whenever referred to are made a part of said assessments.

CODE NUMBERS OF SCHOOLS OR VILLAGES

1	Houston Ind.	11	Hockley	21	Pasadena
2	Deer Park	12	Northeast Houston	22	(Clear Creek) Seabrook
3	Waller	13	Fairbanks	23	Sheldon
4	Cypress Fairbanks	14	Fairbanks Cypress	24	Spring
5	Crosby	15	Galena Park	25	Spring Branch
6	Channelview	16	Goose Creek	26	Tomball
7	(Now G.C.)Cedar Bayou	17	Klein	27	(Clear Creek) Webster
8	Alief	18	Humble	28	Dayton
9	Aldine	19	Katy	30	Huffman
10	Addicks	20	La Porte	53	(S. D. 25) Bunker Hill Village

55	(S. D. 25) Hedwig Villa
60	(S. D. 25) Hilshire Villa
65	(S. D. 25 & 1) Hunters Creek Villa
75	(S. D. 25 & 1) Piney Point Villa
70	(S. D. 4) Jersey Villa
80	(S. D. 25) Spring Valley Villa

SEQUENCE NO.	NAME AND ADDRESS	PROPERTY DESCRIPTION	VALUE — DOLLARS LAND	IMPROVEMENTS	ACCOUNT NO. VOL.	PAGE	SUB.	ITEM	S V C
2 2410	ORTIZ JOSE DEJESUS 1227 W DREW HOUSTON TX 77006	LT 1 WESTOVER HOUSTON	2090	320	37	79		1 6	0
2 2670	ARTERBURY MRS MARY LOUISE 1225 W DREW HOUSTON TX 77006	LT 2 WESTOVER HOUSTON	2090	580	37	79		2 4	0
	DESALVO PETE 10731 WICKERSHAM HOUSTON TX 77042	LT 3 WESTOVER HOUSTON	2090	1370	37	79		3 2	0
NA	FOLEY BESS H HOUSTON TX	LT 4 WESTOVER HOUSTON	2090	1130	37	79		4 0	0
1	CLARE STANLEY C 1406 BASTROP PASADENA TX 77506	LT 5 WESTOVER HOUSTON	2090	320	37	79		5 7	0
	JONES FERN GAYLE 6729 SHERWOOD HOUSTON TX 77021	LT 6 WESTOVER HOUSTON	2090	1130	37	79		6 5	0
	MONTGOMERY JEFF % HYDE PARK CORP P O BOX 66649 HOUSTON TX 77006	LT 7 WESTOVER HOUSTON	2090		37	79		7 3	0
	MONTGOMERY JEFF % HYDE PARK CORP P O BOX 66649 HOUSTON TX 77006	LT 8 WESTOVER HOUSTON	2090		37	79		8 1	0
	MONTGOMERY JEFF % HYDE PARK CORP P O BOX 66649 HOUSTON TX 77006	LT 9 WESTOVER HOUSTON	2090	810	37	79		9 9	0
	JACKSON GLEN D HOUSTON TX	LT 10 WEST OVER HOUSTON	2090	1700	37	79		10 7	1
	DUNN STEPHEN L 1208 W DREW HOUSTON TX 77006	LT 11 WESTOVER HOUSTON	2090	3320	37	79		11 5	1
NA 1	WALLACE LARRY D 1308 HEMPSTEAD PASADENA TX 77506	LT 12 WESTOVER HOUSTON	2090	730	37	79		12 3	1
	WHITEHEAD LAYNE 1205 WEST DREW HOUSTON TX 77006	LT 13 WESTOVER HOUSTON	2410	640	37	79		13 1	1

Lot 6 Wertover

~~#4 Partnership~~

W. Deed 11/26/57 from Harry Leitis & Lena
3432/7DR
TO
Lee F. Brock & Gladys

QCD 5/9/58 Lee F Brock
3504/245DR
TO
Gladys Brock

WD 5/24/38 Lee F Brock & Gladys
3511/738DR
TO
Z J. Gayle & Mary J Kenney JS

WD 11/5/60 Z J Gayle & Wife Mary Gayle (formerly Mary J Kenney)
6336/626DR filed 6-16-66
TO
M L Arteberry (X) Daughter

WD 4-4-62 M L Arteberry
6397/1DR 6-16-66
TO
Jo Gayle Beirel (Daughter)

J Beirel JS
TO
WD 9-7-65 Z J. Gayle
6054/25DR filed 9-7-65

Z J. Gayle
TO
WD 5-14-68 Mrs Jo Beirel
7196/279DR 5-16-68

Mrs Jo Beirel
TO
8061/149 WD 7-5-70 Mrs Fern Jones
7-6-70

Dan B Jordan
1402 Dunlavy
Room 4
Hou Tex 77019

1402 Dun
Rm 4
Jan, 77009

Subdivisions of Tracts specified below, as shown on above plat, were made in the res
numbers as shown.

Tract No.....subdivided in 19..... into tracts Nos.....

Tract No.....subdivided in 19..... into tracts Nos.....

Tract No.....subdivided in 19..... into tracts Nos.....

Tract No.....subdivided in 19..... into tracts Nos.....

Tract No.....subdivided in 19..... into tracts Nos.....

Tract No.....

Lot 6 Westover

~~#4 Partnerships~~

W. Deed 11/26/57 from Harry Lirtis & wife Lena
3432/7DR
TO
Lee F. Brock & wife Gladys

QCD 5/9/58 Lee F Brock
3504/495DR
TO
Gladys Brock

WD 5/24/58 Lee F Brock & wife Gladys
3511/738DR
TO
Z J. Gayle & Mary J Kenney JS

WD 11/5/60 Z J Gayle & wife Mary Gayle (formerly Mary J Kenney)
6336/626DR filed 6-16-66
TO
M-L Arterbury (X) Daughter

WD 4-4-62 M L Arterbury
6397/1DR 6-16-66
TO
Jo Gayle Beirel (Daughter)

WD 9-7-65 J Beirel JS
6054/2DR filed 9-7-65
TO
Z J. Gayle

WD 5-14-68 Z J. Gayle
7196/279DR 5-16-68
TO
Mrs Jo Beirel

8061/149 WD 7-5-70 Mrs Jo Beirel
7-6-70
TO
Mrs Fern Jones

Dan B Jordan
1402 Dunlavy
Room 4
Hou Tex 77019

E905651
WD 11-10-74
9-27-76

Zeno J Gayle
TO
(X) Mary Gayle (wife) (X) =
with the understanding that my daughter Jo Biesel be allowed to occupy the lower floor of the house

E324944
WD 12-12-74
12-13-74

Jo Gayle Biesel
TO
Mari Biesel Olson (X)

E907758
WD 9-28-76
10-18-76

Mary Gayle
TO
James Bradshaw Eastman III (X)
1/4th interest - Subject to right of occupancy
lower floor by Jo Biesel (X)

E958156
9-17-76
11-18-76
(Joe H Rowell)

Fern Jones
TO
Mary Louise Arterbury 1/4 ✓
Kathryn Rowell (Rowell) 1/4 ✓
Jo Biesel 1/4 ✓
Elton Roger estate (6) 1/6 ✓
Barry Roger
Janet Isbill
Johnny Roger
Betty Kelley
Gary Roger

1217 West Drew
1105 West Drew

1500 □' 42,500 ÷ 1500 =

front porch	20' by 7½' =	150 □'
dining room	14' by 14'8'	206.50
living room	14' by 16' =	184.0 □'
bathroom	5'6" by 11'	60.5 □'
Kitchen	14' by 11'6"	(3'6 by 3'6)
lower bedroom	13'9" by 11'	161.00
hallway	4'4" by 14'4"	150.00
back upper Bedroom	16' by 9'6"	80.00
upper hall	7'3 by 3'10"	152.00
upper bathroom	7' by 10'6"	29.00
master bedroom	13' by 16'	73.50
Closet	3' by 6'	178.00
linen Closet	2' by 3½'	18.00
Closet	7'3" by 4'6"	7.50
		33.00
		62.25
Closet	4'3 by 5'	21.25

1 WDRW

217

28.30

42500

125

1200

14 x 14.75

54.00

54.50

42,500

38.70

102.90

40

1290

1.6

1.3

17.8

1796.00

7 x 2

1¼ x 4½

29/4

1¼ x 4

16.9/8

14 x

4½ x 14½

4 x 3

14 x 11

7.4

14

13.75

1375

1375

50

1

33.00

54 ft

12.90

38.50

64.50

7

CALDWELL & HURST

LAWYERS

6910 FANNIN STREET

HOUSTON, TEXAS 77030

JOHN H. CALDWELL
ERNEST C. HURST

STEVE UNDERWOOD
DAVID B. HURST

September 19, 1980

Mr. Joseph A. Pizzitola
Escrow Officer
Louisville Title Company of Houston
Post Office Box 8008
Houston, Texas 77004

RE: #909653; Jordan to Fisk

Dear Mr. Pizzitola:

I greatly appreciate your sending me a copy of your title report in the referenced matter. I will supply your requirements in this matter as soon as possible, including affidavits that Gary Rogers, Johnny Rogers and Betty Kelley are not the same persons named in Abstracts of Judgment; a Release of a Judgment for an Abstract filed by this firm against Joe Biesel; Dismissal of Cause No.. 80-17410; and certified copies of the Court's Orders reporting and confirming the sale.

To the best of my knowledge, the Abstracts of Judgment on file naming Bing Rogers are the same person as Bing Rogers who is an undivided owner of the subject property.

The firm of Caldwell & Hurst has fees totaling $3,800.00 for handling of the partition suit and sale of this property which we would appreciate being made from the proceeds of this sale.

Please advise when you have a closing scheduled and should you need any additional information, please let me know.

Sincerely,

CALDWELL & HURST

By Steve Underwood
Steve Underwood
Attorneys for Dan Jordan, Receiver

SU:hb

CALDWELL & HURST
LAWYERS
6910 FANNIN STREET
HOUSTON, TEXAS 77030

JOHN H. CALDWELL
ERNEST C. HURST

STEVE UNDERWOOD
DAVID B. HURST

November 6, 1981

Mr. Dan Jordan
1402 Dunlavy; Room 4
Houston, TX 77019

RE: 1217 W. Drew

Dear Dan:

I have filed suit against the Independent Executrix of the Estate of Mary Gayle and her unknown heirs in an effort to clear title to the referenced property.

I will keep you advised of the progress of the suit.

Please let me know if you should have any questions.

Sincerely,

CALDWELL & HURST

By Steve Underwood
Steve Underwood

SU:jm

CALDWELL & HURST
LAWYERS
8210 RANKIN STREET
HOUSTON, TEXAS 77036

JOHN H. CALDWELL
ERNEST C. HURST

STEVE UNDERWOOD
DAVID B. HURST

November 6, 1981

Mr. Dan Jordan
1102 Dunlavy, Room 4
Houston, TX 77019

RE: 1117 W. Dyer

Dear Dan:

I have filed suit against the Independent Executrix of the Estate of Mary Davis and her unknown heirs in an effort to clear title to the referenced property.

I will keep you advised of the progress of the suit.

Please let me know if you should have any questions.

Sincerely,

CALDWELL & HURST

By _____
Steve Underwood

SU:jm

DAN BOSWELL JORDAN* *Real Estate/Appraisals/Investments*

1402 Dunlavy · Room 4 · Houston, Texas 77019 · Office: (713) 526-2574 · Res. (713) 529-0310

MEMBER:
Houston Board of Realtors
Texas Association of Realtors
National Association of Realtors

12/21/81

A Mr. Gary Bunker, 4109 Lillian, 77007
Phone 869-5925 called and stated
he wants to buy 1217 W. Drew
if (1) the Title is clear and
(2) - If Nat King backs out -
I told him he ~~would~~ would
have the opportunity if Nat
backs out

Dan Jordan

P.S. Mr. Bunker previously
called Alton Rogers
about a week ago, and
Alton passed the info - on to me -

A GOOD NAME IS RATHER TO BE CHOSEN THAN GREAT RICHES

LICENSED SINCE 1960 · UNDER ALL IS THE

PLEASE SEE THAT ALL CHECKS ARE ENDORSED

TOWN OR TRANSIT NO. OF DRAWEE BANK	DOLLARS	CENTS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
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21.		
22.		
23.		
24.		
25.		
26.		
27.		
28.		
TOTAL		

PLEASE TRANSFER THIS TOTAL TO REVERSE SIDE

Mrs. Dorothy Cooper
5671 Overton Dr.
Memphis 38067

Gary Burnett
4109 Willian
77007

$86.59/25

Write 2nd check for $

DEPOSIT TICKET

Allied American Bank
P. O. BOX 13118
HOUSTON, TEXAS 77019

[redacted]

35-100
1130

MR. OR MRS. DAN B. JORDAN
HOUSEHOLD ACCOUNT
1530 HAWTHORNE, 529-0310
HOUSTON, TEXAS 77006

DATE _____ 19____

ALL ITEMS ARE RECEIVED BY THIS BANK FOR THE PURPOSES OF COLLECTION AND ARE SUBJECT TO PROVISIONS OF THE UNIFORM COMMERCIAL CODE WHERE APPLICABLE AND THE RULES AND REGULATIONS OF THIS BANK. ALL CREDITS FOR ITEMS ARE PROVISIONAL UNTIL COLLECTED.

CASH		
CHECKS		
TOTAL FROM OTHER SIDE		
TOTAL		

PLEASE ITEMIZE ADDITIONAL CHECKS ON REVERSE SIDE

MR. OR MRS. DAN B. JORDAN
HOUSEHOLD ACCOUNT

⑈1130⑈ ⑆0100⑆ 488 372⑈

HARLAND (5/75)

Merchant
Park Bank -

attn: Gary Faulke

3/16/83 - Claim with Security Title
called for info - client Thos. Williams
filed for Hogell Steve Underwood
also state and Title

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND – NOT A WHITE BACKGROUND

018639

THE STANDARD BANK

2727 Allen Parkway, Box 1570, Houston, TX 77001

Nathaniel King
REMITTER

APR 29 81

2.00 $ 1,000.00

PAY TO THE ORDER OF Statewide Title Co.

THE STANDARD BANK 1,000 DOLLARS

NOTICE TO CUSTOMER
The purchase of an Indemnity Bond will be required before this check will be replaced or refunded in the event it is lost, misplaced or stolen.

CASHIER'S CHECK

AUTHORIZED SIGNATURE

PRESIDENT

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK – HOLD AT AN ANGLE TO VIEW

⑆113006373⑆ 900 001⑈

atty's desk

GF-54885

EARNEST MONEY CONTRACT

THE STATE OF TEXAS
COUNTY OF HARRIS } BY THIS AGREEMENT:

Dan Jordan, Receiver
(hereinafter called Seller) represented by the undersigned Agent, hereby agrees to sell and convey by General Warranty Deed unto Nathaniel King, et ux , 1315 Ashland, Houston, Tx. 77008
(hereinafter called Purchaser) and Purchaser agrees to buy upon the terms and conditions herein contained, the following described property with all improvements thereon:

Lot Six (6) of Westover Addition in Harris County, Texas according to the map or plat thereof recorded in Volume 2, Page 70, of the Map Records of Harris County, Texas

The consideration for the sale and conveyance of said property is $ 50,000.00 payable as follows:

$ 5,000.00 cash to be paid by Purchaser contemporaneously with the conveyance of said property by Seller to Purchaser; and

Seller to carry a mortgage for two (2) years in the amount of $45,000.00 at 10% interest. Payment of interest only to be made each and every six (6) months. No payment of principal shall be made during the two year period, unless Purchaser so elects, However the entire balance of the principal shall be due and payable two years from the date of close.

It is understood that final approval of this contract rests in the 129th District Court of Harris County, Texas .

It is further agreed that, within 30 days after closing, Seller will have a licensed termite company to treat the foundations for termites at a cost not to exceed Six Hundred Fifty and No/100 Dollars ($650.00) at Seller's expense.

Said notes or notes (if any) to contain usual default and attorney's fee clauses and to be secured by vendor's lien, superior title and usual Deed of Trust lien on said property.

In consideration of which, and within five (5) days from the date title to the above property is shown in Seller as hereinafter provided, Seller agrees to execute and deliver General Warranty Deed to Purchaser conveying said property free and clear of all encumbrances except those named herein, at which time Purchaser agrees to pay said consideration in the manner above provided.

At closing Seller agrees to furnish a complete owner's title policy from **STATEWIDE TITLE CO.**

If said title company's attorney makes objections to said title, then Seller shall have a reasonable time not to exceed thirty (30) days from the date such objections are made known to Seller in writing, in which to cure such objections as will show good title in Seller but Seller shall be under no obligation to cure said defects. In the event of failure to furnish good title, the Earnest Money hereinafter mentioned and hereby receipted for is to be returned to Purchaser upon the cancellation and return of this Contract; or Purchaser may waive stated objections, if any, and enforce specific performance of same, and the owner's title policy in such case may make exception to any such objections.

Any usual use restrictions, easements, reservations or zoning ordinances, to which the above property may be subject and which may be common to the addition or subdivision of which this property is a part, shall not be an objection to the title to said property, unless otherwise specified herein.

As earnest money Purchaser has this day placed the sum of $ 1,000.00 together with a copy of this agreement in escrow with Statewide Title Co., Houston, Texas . Should the terms of this agreement be carried out within the time specified, and said sum be applied to the cash consideration for the conveyance of the above property in accordance with the terms hereof, but should Purchaser fail to consummate this agreement within the time specified herein, for any reason except title defects as would show title in Seller not to be good, Seller shall have the right to said sum as liquidated damages and shall pay to undersigned Agent therefrom one-half of said cash deposit, not exceeding, however, the commission agreed to be paid by Seller to Agent as hereinafter provided; or Seller may enforce specific performance of this contract. All parties hereto agree that Seller's actual damages, in event of default by Purchaser, would be very difficult of definite ascertainment because of the uncertainties of the real estate market and fluctuating property values between the time of contract and date of breach, and differences of opinion with reference to such matters; and the parties have thus agreed upon the liquidated damages as provided herein.

Seller agrees to pay to Dan B. Jordan , Agent, a commission of $ 3,000 for the sale of the above property.

Unless otherwise specified herein possession of said property shall be delivered to Purchaser immediately after the consummation of this transaction.

Seller shall furnish proper evidence of payment of all taxes to and including the preceding year and taxes for the current year, and current rents, insurance and interest (if any) are to be prorated to date of closing.

Executed in quadruplicate this 30 day of April , 1981.

This contract subject to acceptance by Seller evidenced by Seller's signature hereto.

Dan B Jordan
Seller.

Seller.

Nat King 4-30-81
Purchaser.

Purchaser.

By: _____
Agent for Seller.

NOTICE TO THE PURCHASER

Texas real estate license act requires agent to advise purchaser that he should have an attorney examine an abstract of title to property being purchased; or a title insurance policy should be obtained. Notice to that effect is, therefore, hereby given purchaser.

The undersigned acknowledges receipt of the earnest money mentioned in the contract on the reverse side hereof, in the sum of $ 1000.00 in the form of Check to be held in accordance with the terms of the foregoing agreement. The undersigned does not assume any liability for the disbursement of said sum to any person, firm or corporation until any and all checks have been paid by the Bank or other institution upon which they are drawn; neither does the undersigned assume and shall not be under any liability on account of performance or non-performance of any party to the agreement, nor for making timely demand upon any check, draft, letter of credit, or other security furnished as earnest money or to secure the payment of earnest money as provided in said contract.

The undersigned does not agree to pay any portion of said sum to any person, firm or corporation unless written authority is given to the undersigned by all parties whose signatures appear on the foregoing contract or their duly authorized agent, and the undersigned may at its option require the receipt, release and authorization in writing of all such parties before paying the deposit to either party. Escrow agent shall not be liable for any interest or other charge on the money held by it.

No other conditions, stipulations or obligations which may be set out in said contract shall be binding on the undersigned if such be in conflict with the provisions of this endorsement.

DATED this 30 day of April, 19 81.

STATEWIDE TITLE CO.

Escrow Agent

By Gri Anne Fleck

EARNEST MONEY CONTRACT

THE STATE OF TEXAS
COUNTY OF HARRIS } BY THIS AGREEMENT:

Dan Jordan, Receiver
(hereinafter called Seller) represented by the undersigned Agent, hereby agrees to sell and convey by General Warranty Deed unto Nathaniel King, et ux , 1315 Ashland, Houston, Tx. 77008
(hereinafter called Purchaser) and Purchaser agrees to buy upon the terms and conditions herein contained, the following described property with all improvements thereon:

Lot Six (6) of Westover Addition in Harris County, Texas according to the map or plat thereof recorded in Volume 2, Page 70, of the Map Records of Harris County, Texas

The consideration for the sale and conveyance of said property is $ 50,000.00 payable as follows:

$ 5,000.00 cash to be paid by Purchaser contemporaneously with the conveyance of said property by Seller to Purchaser; and

Seller to carry a mortgage for two (2) years in the amount of $45,000.00 at 10% interest. Payment of interest only to be made each and every six (6) months. No payment of principal shall be made during the two year period, unless Purchaser so elects, However the entire balance of the principal shall be due and payable two years from the date of close.

It is understood that final approval of this contract rests in the 129th District Court of Harris County, Texas .

It is further agreed that, within 30 days after closing, Seller will have a licensed termite company to treat the foundations for termites at a cost not to exceed Six Hundred Fifty and No/100 Dollars ($650.00) at Seller's expense.

Said notes or notes (if any) to contain usual default and attorney's fee clauses and to be secured by vendor's lien, superior title and usual Deed of Trust lien on said property.

In consideration of which, and within five (5) days from the date title to the above property is shown in Seller as hereinafter provided, Seller agrees to execute and deliver General Warranty Deed to Purchaser conveying said property free and clear of all encumbrances except those named herein, at which time Purchaser agrees to pay said consideration in the manner above provided.

At closing Seller agrees to furnish a complete owner's title policy from **STATEWIDE TITLE CO.**

If said title company's attorney makes objections to said title, then Seller shall have a reasonable time not to exceed thirty (30) days from the date such objections are made known to Seller in writing, in which to cure such objections as will show good title in Seller but Seller shall be under no obligation to cure said defects. In the event of failure to furnish good title, the Earnest Money hereinafter mentioned and hereby receipted for is to be returned to Purchaser upon the cancellation and return of this Contract; or Purchaser may waive stated objections, if any, and enforce specific performance of same, and the owner's title policy in such case may make exception to any such objections.

Any usual use restrictions, easements, reservations or zoning ordinances, to which the above property may be subject and which may be common to the addition or subdivision of which this property is a part, shall not be an objection to the title to said property, unless otherwise specified herein.

As earnest money Purchaser has this day placed the sum of $ 1,000.00 together with a copy of this agreement in escrow with Statewide Title Co., Houston, Texas . Should the terms of this agreement be carried out within the time specified, and said sum be applied to the cash consideration for the conveyance of the above property in accordance with the terms hereof, but should Purchaser fail to consummate this agreement within the time specified herein, for any reason except title defects as would show title in Seller not to be good, Seller shall have the right to said sum as liquidated damages and shall pay to undersigned Agent therefrom one-half of said cash deposit, not exceeding, however, the commission agreed to be paid by Seller to Agent as hereinafter provided; or Seller may enforce specific performance of this contract. All parties hereto agree that Seller's actual damages, in event of default by Purchaser, would be very difficult of definite ascertainment because of the uncertainties of the real estate market and fluctuating property values between the time of contract and date of breach, and differences of opinion with reference to such matters; and the parties have thus agreed upon the liquidated damages as provided herein.

Seller agrees to pay to Dan B. Jordan , Agent, a commission of $ 3,000 for the sale of the above property.

Unless otherwise specified herein possession of said property shall be delivered to Purchaser immediately after the consummation of this transaction.

Seller shall furnish proper evidence of payment of all taxes to and including the preceding year and taxes for the current year, and current rents, insurance and interest (if any) are to be prorated to date of closing.

Executed in quadruplicate this 30 day of April , 1981.

This contract subject to acceptance by Seller evidenced by Seller's signature hereto.

Dan B Jordan
Seller.

Seller.

Nathaniel King 4-30-81
Purchaser.

Purchaser.

By: _____
Agent for Seller.

NOTICE TO THE PURCHASER

Texas real estate license act requires agent to advise purchaser that he should have an attorney examine an abstract of title to property being purchased; or a title insurance policy should be obtained. Notice to that effect is, therefore, hereby given purchaser.

The undersigned acknowledges receipt of the earnest money mentioned in the contract on the reverse side hereof, in the sum of $ 1,000.00 in the form of Check to be held in accordance with the terms of the foregoing agreement. The undersigned does not assume any liability for the disbursement of said sum to any person, firm or corporation until any and all checks have been paid by the Bank or other institution upon which they are drawn; neither does the undersigned assume and shall not be under any liability on account of performance or non-performance of any party to the agreement, nor for making timely demand upon any check, draft, letter of credit, or other security furnished as earnest money or to secure the payment of earnest money as provided in said contract.

The undersigned does not agree to pay any portion of said sum to any person, firm or corporation unless written authority is given to the undersigned by all parties whose signatures appear on the foregoing contract or their duly authorized agent, and the undersigned may at its option require the receipt, release and authorization in writing of all such parties before paying the deposit to either party. Escrow agent shall not be liable for any interest or other charge on the money held by it.

No other conditions, stipulations or obligations which may be set out in said contract shall be binding on the undersigned if such be in conflict with the provisions of this endorsement.

DATED this 30th day of April, 19 81.

STATEWIDE TITLE CO.

Escrow Agent

By Williams Clerk

Linda Malvehill
Charles Jackson

Lois Anne Fleck
Julia McKinney
T Th 6-
T Thu Friday

Statewide Title Co.
3401 Louisiana, Suite 350
Houston, Texas 77002
(713) 626-0040

LOUISVILLE TITLE COMPANY OF HOUSTON

TELEPHONE: AREA CODE 713 - 529-3611
4507 SAN JACINTO - P.O. BOX 8008 - HOUSTON, TEXAS 77004

Date: 9/17/80
In Re: GF 909653 JVP/mk
Name: Ross W. Fisk

6/8/81 - mr -
Cancelled #7
Customer Service

Mr. Dan Jordan
1402 Dunlavy #4
Houston, Tx. 77019

Gentlemen:

In connection with the captioned file, we enclose:

A copy of hte Commitment for Title Insurance.
If you have any questions, please do not hesitate to call me.

Office of Joseph V. Pizzitola, Escrow Officer

Joseph V. Pizzitola

JVP/mk

John Cassey has taken his place.

COMMONWEALTH LAND
TITLE INSURANCE COMPANY

TO MR. NAT KING
1315 ASHLAND - 77008

DAN B. JORDAN
REAL ESTATE SALES & SERVICE
1402 DUNLAVY - ROOM 4
HOUSTON, TX. 77019
526-2574

SUBJECT: 1217 W. DREW

DATE: 4-22-82

MESSAGE

FOLD

NAT: STEVE UNDERWOOD WROTE ME THAT THE BENEFICIARIES OF THE MARY GAYLE ESTATE AND THE EXECUTRIX OF HER ESTATE HAVE AGREED TO SETTLE FOR $2500.00. IT APPEARS THAT WE MAY BE ABLE TO CLOSE THIS SOONER OR LATER -

PLEASE CALL ME —
THANKS DAN

PLEASE REPLY TO ▶ SIGNED:

REPLY

5/4/82. Alton says a Mrs. Smith wants to rent it 524-0061

DATE: SIGNED:

DETACH YELLOW COPY — SEND WHITE AND PINK COPIES WITH CARBONS INTACT

LOT # 578492

FORM NO. PK100II-3
AVAILABLE FROM BUSINESS ENVELOPE MANUFACTURERS, INC. • PEARL RIVER, N.Y. • BRONX, N.Y. • CLINTON, TENN. • MELROSE PARK, ILL. • ANAHEIM, CALIF.
PRINTED IN U.S.A.

DETACH THIS COPY — RETAIN FOR ANSWER. SEND WHITE AND PINK COPIES WITH CARBONS INTACT.

TO: Mr. Nat Kirk

1215 Ashland - 77008 534-8374

SUBJECT: 1217 W. Drew

DATE: 4-22-89

MESSAGE

FROM: Steve Underwood wants me THAT the Beal Financing of the Mary Conyle Estate and the Executrix of her estate have agreed to settle for $850,000.00. It appears that we may be able to close this soonder or later.

Please Call me —

Thanks Steve

PLEASE REPLY TO: SIGNED:

REPLY

5/1/89 Called Steve to have Smith release to real at 534-7681

DATE: SIGNED:

LAW OFFICES OF
E. DWAINE MACHANN
2202 TIMBERLOCH PLACE
SUITE 121
THE WOODLANDS, TEXAS 77380
713/367-5611

STATEMENT

West Drew, Inc.
c/o Merchants Park Bank
999 N. Shepherd
P.O. Box 7482
Houston, Texas 77008

Date: January 21, 1980

LEGAL SERVICES RENDERED AND EXPENSES INCURRED in connection with $35,000 loan from Merchants Park Bank to West Drew, Inc., including the following:

(1) Review of Title Commitment from Stewart Title Guaranty Company;

(2) Preparation of (a) Promissory Note, (b) Deed of Trust, (c) Corporate Borrower's Affidavit, (d) Certificate of Corporate Resolutions, (e) Guarantys; and

(3) Conferences and correspondence with Mr. Gary A. Falke and representatives of Stewart Title Guaranty Company.

FEE		$95.00
EXPENSES:	Photocopies	4.50
	TOTAL FEE AND EXPENSES	$99.50

Lot Sixty (60) of Westover Addition in Harris County, Texas according to the map or plat thereof recorded in Volume 2, Page 70, of the Map Records of Harris County, Texas

LAW OFFICES OF
E. DWAINE MACHANN
2202 TIMBERLOCH PLACE
SUITE 121
THE WOODLANDS, TEXAS 77380
713/367-5611

STATEMENT

West Drew, Inc.
c/o Merchants Park Bank
999 N. Shepherd
P.O. Box 7482
Houston, Texas 77008

Date: January 21, 1980

LEGAL SERVICES RENDERED AND EXPENSES INCURRED in connection with $35,000 loan from Merchants Park Bank to West Drew, Inc., including the following:

(1) Review of Title Commitment from Stewart Title Guaranty Company;

(2) Preparation of (a) Promissory Note, (b) Deed of Trust, (c) Corporate Borrower's Affidavit, (d) Certificate of Corporate Resolutions, (e) Guarantys; and

(3) Conferences and correspondence with Mr. Gary A. Falke and representatives of Stewart Title Guaranty Company.

FEE	$95.00
EXPENSES: Photocopies	4.50
TOTAL FEE AND EXPENSES	$99.50

THE STATE OF TEXAS §
§ CERTIFICATE OF CORPORATE RESOLUTIONS
COUNTY OF HARRIS §

I, _____, Secretary of WEST DREW, INC. (the "Corporation"), do hereby certify that the Corporation is duly organized and existing under the laws of the State of Texas and is qualified to do business in the State of Texas and is in good standing; that all franchise and other taxes required to maintain its corporate existence have been paid when due and that no taxes are delinquent; that no proceedings are pending for the forfeiture of its Certificate of Incorporation or for its dissolution, voluntarily or involuntarily; that there is no provision in the Articles of Incorporation or by-laws of the Corporation limiting the power of the Board of Directors to adopt the hereinafter stated resolutions and that the following is a true and correct copy of resolutions duly and unanimously adopted by the Board of Directors of the Corporation, on January _____, 1980, either at a duly held meeting of the Board of Directors or by unanimous written consent of all members of the Board of Directors of the Corporation pursuant to Article 9.10 of the Texas Business Corporation Act, and that said resolutions have not been modified, rescinded or revoked and are now in full force and effect;

BE IT RESOLVED, that the Corporation purchase the following described land in Harris County, Texas, to-wit:

Lot Six (6) of WESTOVER ADDITION an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 2, Page 70, of the Map Records of Harris County, Texas.

BE IT FURTHER RESOLVED, that the Corporation borrow $35,000.00 from Merchants Park Bank with interest at 14% per annum, payable on actual demand, but until demand in 120 equal and successive monthly installments of principal and interest, such sum to be used for the purchase of the above described land; and

BE IT FURTHER RESOLVED, that the President or any Vice-President of the Company is hereby directed and authorized to execute and deliver, for and on behalf of the Corporation, a promissory note in the original principal amount of $35,000.00, payable to the order of

STATE OF TEXAS
COUNTY OF HARRIS

COUNTY CLERK'S CERTIFICATE OF CORPORATE RESOLUTIONS

I, _____, Secretary of WEST BREW, INC. (the "Corporation"), do hereby certify that the Corporation is duly organized and existing under the laws of the State of Texas and is qualified to do business in the State of Texas and is in good standing; that all franchise and other taxes required to maintain its corporate existence have been paid when due and that no taxes are delinquent; that no proceedings are pending for the forfeiture of its Certificate of Incorporation or for its dissolution, voluntarily or involuntarily; that there is no provision in the Articles of Incorporation or by-laws of the Corporation limiting the power of the Board of Directors to adopt the hereinafter stated resolutions and that the following is a true and correct copy of resolutions duly and unanimously adopted by the Board of Directors of the Corporation, on January _____, 1990, either at a duly held meeting of the Board of Directors or by unanimous written consent of all members of the Board of Directors of the Corporation pursuant to Article 9.10 of the Texas Business Corporation Act, and that said resolutions have not been modified, rescinded or revoked and are now in full force and effect:

BE IT RESOLVED, that the Corporation purchase the following described land in Harris County, Texas, to-wit:

Lot Six (6) of WESTOVER ADDITION an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 2, Page 70, of the Map Records of Harris County, Texas.

BE IT FURTHER RESOLVED, that the Corporation borrow $38,000.00 from Meyerbeck Park Bank with interest at 11% per annum, payable on actual demand, but until demand in 120 equal and successive monthly installments of principal and interest, such sum to be used for the purchase of the above described land; and

BE IT FURTHER RESOLVED, that the President or any Vice-President of the Company is hereby directed and authorized to execute and deliver, for and on behalf of the Corporation, a promissory note in the original principal amount of $38,000.00, payable to the order of

Merchants Park Bank, together with a Deed of Trust covering the above described land and securing payment thereof, and such other and further documents as may be required by Merchants Park Bank or its counsel in order to consummate the above described loan, such note and Deed of Trust, and other documents to contain such terms and provisions as the officers executing the same shall deem advisable, proper or necessary.

WITNESS MY HAND this the _____ day of _____, 1980.

_____

SUBSCRIBED AND SWORN TO BEFORE ME by the said _____ _____, on this the _____ day of _____, 1980.

_____
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1980.

_____
Notary Public in and for
Harris County, Texas

My commission expires:
_____

LAW OFFICES OF
E. DWAINE MACHANN
2202 TIMBERLOCH PLACE
SUITE 121
THE WOODLANDS, TEXAS 77380
713/367-5611

January 21, 1980

Mr. M.O. Price
Stewart Title Guaranty Company
2200 West Loop South
P.O. Box 1504
Houston, Texas 77001

Re: GF#1223Z; $35,000 Loan from Merchants Park Bank ("Bank") to West Drew, Inc. ("Borrower")

Dear Mr. Price:

Relative to the referenced loan, enclosed are the following documents:

(1) $35,000 Promissory Note to be executed by Borrower and returned to the Bank;

(2) Deed of Trust to be completed with Borrower's address on page 5, executed by Borrower and filed for record with the County Clerk of Harris County, Texas;

(3) Corporate Borrower's Affidavit, to be completed with the names of the President and Secretary, executed by such parties, and returned to the Bank;

(4) Certificate of Corporate Resolutions, to be completed with the Secretary's name and date of the Board meeting, executed by the Secretary and returned to the Bank;

(5) Guarantys to be executed by R. Wendell Fisk and Bob Duvernay, respectively, and returned to the Bank; and

(6) My statement for services rendered, to be collected from Borrower at closing and forwarded to the undersigned.

I understand that the property is under the jurisdiction of the 129th Judicial District Court, and that an order has been, or will be, issued authorizing sale of the property to Borrower. You are to have the Deed filed of record with the County Clerk, and obtain the necessary Affidavits and/or Releases to delete those Abstracts of Judgment listed in your Commitment.

The Bank will disburse the loan proceeds upon receipt of the following:

(1) Original Promissory Note, Corporate Borrower's Affidavit, Certificate of Corporate Resolutions, and Guarantys;

(2) Certified copy of the recorded Deed of Trust;

(3) Mortgagee Title Policy in the amount of $35,000, guaranteeing the Bank a first lien, subject only to matters reflected on your Commitment, except that the various Abstracts of Judgment listed in Schedule C are to be deleted; and

(4) Fire and extended coverage insurance policy in an amount not less than $35,000, with loss payable clause in favor of the Bank.

Please call if you have any questions or comments.

Sincerely yours,

Dwaine Machann

E. Dwaine Machann

EDM/jam
Encs.

cc: Mr. Gary A. Falke (w/encl.)

CORPORATE BORROWER'S AFFIDAVIT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ and _____, each of whom, after being by me duly sworn, upon oath deposes and says as follows:

(a) That _____ is the duly elected and serving President of WEST DREW, INC., a corporation organized and existing under the laws of the State of Texas, that _____ is the duly elected and serving Secretary of said corporation, and that both have personal knowledge of all facts sworn to in this Affidavit.

(b) That the Articles of Incorporation of said corporation are in full force and effect and no proceeding is pending, planned or threatened for its dissolution or annulment. All licenses, franchise and income taxes due and payable by said corporation have been paid in full.

(c) That said corporation intends to purchase Lot 6 of WESTOVER ADDITION in Harris County, Texas (the "Premises").

(d) That said corporation has been formed for valid business purposes, which allows for the purchase, ownership and operation of the Premises.

(e) All of the funds to be derived by said corporation from a certain loan, in the amount of $35,000.00, from Merchants Park Bank ("Bank") as evidenced by a promissory note of even date herewith ("Note"), in like principal amount, are to be used for the purchase of the Premises.

(f) That said corporation was not formed at the request or instance of Bank, or any participant or permanent lender having an interest in the above described loan, and not with a view or purpose of obtaining the above described loan at a rate in excess of that which would otherwise be allowed by law to individuals.

(g) That said corporation is not acting as nominee or agent or in any other similar capacity in connection with the ownership of the Premises.

(h) That the officers and directors of said corporation are knowledgeable business men with experience in real estate transactions and real estate financing.

(i) That said corporation has no intent on conveying the Premises to any individuals and understands that any conveyance of the Premises without the consent of the owner and holder of the Note will give the owner and holder thereof the right to accelerate maturity of the Note.

(j) That this Affidavit is made to induce Bank to make the above described loan and to induce any participant or permanent lender to participate in said loan.

_____
, President

_____
, Secretary

CORPORATE HOMESTEAD'S AFFIDAVIT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ and _____, each of whom, after being by me duly sworn, upon oath deposes and says as follows:

(a) That _____ is the duly elected and serving President of WEST DREW, INC., a corporation organized and existing under the laws of the State of Texas, that _____ is the duly elected and serving Secretary of said corporation, and that both have personal knowledge of all facts sworn to in this Affidavit.

(b) That the Articles of Incorporation of said corporation are in full force and effect and no proceeding is pending, planned or threatened for its dissolution or annulment. All licenses, franchise and income taxes due and payable by said corporation have been paid in full.

(c) That said corporation intends to purchase Lot 6 of WESTOVER ADDITION in Harris County, Texas (the "Premises").

(d) That said corporation has been formed for valid business purposes, which allows for the purchase, ownership and operation of the Premises.

(e) All of the funds to be derived by said corporation from a certain loan, in the amount of $15,000.00, from Marchante Park Bank ("Bank") as evidenced by a promissory note of even date herewith ("Note"), in like principal amount, are to be used for the purchase of the Premises.

(f) That said corporation was not formed at the request or instance of Bank, or any participant or permanent lender having an interest in the above described loan, and not with a view or purpose of obtaining the above described loan at a rate in excess of that which would otherwise be allowed by law to individuals.

(g) That said corporation is not acting as nominee or agent or in any other similar capacity in connection with the ownership of the Premises.

(h) That the officers and directors of said corporation are knowledgeable business men with experience in real estate transactions and real estate financing.

(i) That said corporation has no intent on conveying the Premises to any individuals and understands that any conveyance of the Premises without the consent of the owner and holder of the Note will give the owner and holder thereof the right to accelerate maturity of the Note.

(j) That this Affidavit is made to induce Bank to make the above described loan and to induce any participant or permanent lender to participate in said loan.

_____, President

_____, Secretary

SWORN TO AND SUBSCRIBED BEFORE ME by the said _____ _____ this the _____ day of _____, 1980, to certify which witness my hand and seal of office.

_____
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1980.

_____
Notary Public in and for
Harris County, Texas

SWORN TO AND SUBSCRIBED BEFORE ME by the said _____ _____ this the _____ day of _____, 1980, to certify which witness my hand and seal of office.

_____
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1980.

_____
Notary Public in and for
Harris County, Texas

SWORN TO AND SUBSCRIBED BEFORE ME by the said _____ this the _____ day of _____, 1980, to certify which witness my hand and seal of office.

_____
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1980.

_____
Notary Public in and for
Harris County, Texas

SWORN TO AND SUBSCRIBED BEFORE ME by the said _____ this the _____ day of _____, 1980, to certify which witness my hand and seal of office.

_____
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1980.

_____
Notary Public in and for
Harris County, Texas

MERCHANTS PARK BANK

NO._____ Houston, Texas _____, 1980 $35,000.00

FOR VALUE RECEIVED, the undersigned, WEST DREW, INC., a Texas corporation (herein called "Makers" whether one or more), jointly and severally promise to pay to the order of MERCHANTS PARK BANK the sum of THIRTY-FIVE THOUSAND AND NO/100 DOLLARS ($35,000.00), together with interest thereon from date of advancement until maturity at the rate of fourteen percent (14%) per annum on the principal amount hereof from time to time remaining unpaid, said principal and interest being payable in lawful money of the United States of America at the banking quarters of Merchants Park Bank, 999 N. Shepherd, Houston, Harris County, Texas, or at such other place as the holder hereof may hereafter designate in writing, as follows: on actual written demand; but until actual written demand is made, in one hundred twenty (120) equal and successive monthly installments of principal and interest in the amount of $543.44 each, including interest, the first such installment being due and payable thirty (30) days from date hereof, with a like installment being due and payable on the same date of every calendar month thereafter until ten (10) years from date hereof, when the 120th and final installment shall be paid.

Makers may prepay this note in whole or in part at any time without being required to pay any penalty or premium for such privilege. All payments hereunder, whether designated as payments of principal or interest, shall be applied to the principal or interest of this note or to expenses provided for herein, or any combination of the foregoing, as directed by the holder or holders of this note at its option. All past due principal and interest of this note, whether due as the result of acceleration of maturity or otherwise, shall bear interest at the maximum lawful rate of interest permitted by applicable state law to be charged to and paid by Makers from the date the payment thereof shall have become due until the same have been fully discharged by payment.

If any of the Makers shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking for themselves any arrangement, composition, readjustment, or similar relief under any present or future statute, law or regulation, or shall file any answer admitting the material allegations of a petition filed against any of Makers in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee or receiver, on all or any substantial part of the properties of Makers, or any of them, or if a decree or order by a court having jurisdiction in the premises shall have been entered adjudging the Makers, or any of them, to be bankrupt or insolvent under the federal bankruptcy laws or any applicable law of the United States of America or any state law, or appointing a receiver or trustee or assignee in bankruptcy or insolvency of any of Makers or their properties, and such decree or order shall have continued undischarged or unstayed for a period of thirty (30) days, or if any of Makers shall make an assignment for the benefit of creditors, or if Makers shall fail to pay this note or any installment when due, then in any such event the holder or holders of this note shall have the option to declare this note due and payable, whereupon the entire unpaid principal balance of this note and all interest accrued thereon shall thereupon at once mature and become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Makers. The time of payment of this note is also subject to acceleration in the same manner provided above in the event Makers default or otherwise fail to discharge their obligations under any of the instruments securing payment hereof.

All signers and endorsers of this note are to be regarded as principals as to their respective joint and several liability to any legal holder hereof and each of the Makers, sureties and endorsers,

MERCHANTS PARK BANK

NO. _____ Houston, Texas _____, 1980 $35,000.00

FOR VALUE RECEIVED, the undersigned, WEST DREW, INC., a Texas corporation (herein called "Makers" whether one or more), jointly and severally promise to pay to the order of MERCHANTS PARK BANK the sum of THIRTY-FIVE THOUSAND AND NO/100 DOLLARS ($35,000.00), together with interest thereon from date of advancement until maturity at the rate of fourteen percent (14%) per annum on the principal amount hereof from time to time remaining unpaid, said principal and interest being payable in lawful money of the United States of America at the banking quarters of Merchants Park Bank, 999 N. Shepherd, Houston, Harris County, Texas, or at such other place as the holder hereof may hereafter designate in writing, as follows: on actual written demand; but until actual written demand is made, in one hundred twenty (120) equal and successive monthly installments of principal and interest in the amount of $543.44 each, including interest, the first such installment being due and payable thirty (30) days from date hereof, with a like installment being due and payable on the same date of every calendar month thereafter until ten (10) years from date hereof, when the 120th and final installment shall be paid.

Makers may prepay this note in whole or in part at any time without being required to pay any penalty or premium for such privilege. All payments hereunder, whether designated as payments of principal or interest, shall be applied to the principal or interest of this note or to expenses provided for herein, or any combination of the foregoing, as directed by the holder or holders of this note at its option. All past due principal and interest of this note, whether due as the result of acceleration of maturity or otherwise, shall bear interest at the maximum lawful rate of interest permitted by applicable state law to be charged to and paid by Makers from the date the payment thereof shall have become due until the same have been fully discharged by payment.

If any of the Makers shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking for themselves any arrangement, composition, readjustment, or similar relief under any present or future statute, law or regulation, or shall file any answer admitting the material allegations of a petition filed against any of Makers in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee or receiver, on all or any substantial part of the properties of Makers, or any of them, or if a decree or order by a court having jurisdiction in the premises shall have been entered adjudging the Makers, or any of them, to be bankrupt or insolvent under the federal bankruptcy laws or any applicable law of the United States of America or any state law, or appointing a receiver or trustee or assignee in bankruptcy or insolvency of any of Makers or their properties, and such decree or order shall have continued undischarged or unstayed for a period of thirty (30) days, or if any of Makers shall make an assignment for the benefit of creditors, or if Makers shall fail to pay this note or any installment when due, then in any such event the holder or holders of this note shall have the option to declare this note due and payable, whereupon the entire unpaid principal balance of this note and all interest accrued thereon shall thereupon at once mature and become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Makers. The time of payment of this note is also subject to acceleration in the same manner provided above in the event Makers default or otherwise fail to discharge their obligations under any of the instruments securing payment hereof.

All signers and endorsers of this note are to be regarded as principals as to their respective joint and several liability to any legal holder hereof and each of the Makers, sureties and endorsers,

except as herein expressly provided, hereby expressly and severally waive grace, and all notices, demands, presentments for payment, notice of non-payment, protest and notice of protest and diligence in collecting and agree (i) that the holder or holders of this note may, at any time, and from time to time, on request of or by agreement with any of the Makers, extend the date of maturity of all or any part hereof, without notifying or consulting with any of the other Makers or principals hereof, all of whom shall remain fully obligated for the payment hereof; (ii) that it will not be necessary for the holder or holders of this note, in order to enforce payment of this note, to first institute or exhaust its remedies against any Maker or other party liable therefor or to enforce its rights against any security for this note; and (iii) to any substitution, exchange or release of any security now or hereafter given for this note or the release of any party primarily or secondarily liable hereon.

In the event of default hereunder or under any of the instruments securing payment hereof and this note is placed in the hands of an attorney for collection (whether or not suit is filed), or if this note is collected by suit or legal proceedings or through the probate court or bankruptcy proceedings, Makers agree to pay an additional amount equal to ten percent (10%) of all sums then due hereon, including principal and interest, as attorney's fees and expenses of collection.

It is the intention of the parties hereto to comply with the usury laws of the State of Texas; accordingly, it is agreed that notwithstanding any provisions to the contrary in this note, or in any of the documents securing payment hereof or otherwise relating hereto, in no event shall this note or such documents require the payment or permit the collection of interest in excess of the maximum amount permitted by such laws. If any such excess of interest is contracted for, charged or received under this note or under the terms of any of the documents securing payment hereof or otherwise relating hereto, or in the event the maturity of the indebtedness evidenced by this note is accelerated in whole or in part, or in the event that all or part of the principal or interest of this note shall be prepaid, so that under any of such circumstances the amount of interest contracted for, charged or received under this note or under any of the instruments securing payment hereof or otherwise relating hereto, on the amount of principal actually outstanding from time to time under this note shall exceed the maximum amount of interest permitted by the usury laws of the State of Texas, then in any such event (a) the provisions of this paragraph shall govern and control, (b) neither the Makers hereof nor any other person or entity now or hereafter liable for the payment hereof, shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest permitted by the usury laws of the State of Texas, (c) any such excess which may have been collected shall be either applied as a credit against the then unpaid principal amount hereof or refunded to Makers, at the holder's option, and (d) the effective rate of interest shall be automatically reduced to the maximum lawful contract rate allowed under the usury laws of the State of Texas as now or hereafter construed by the courts having jurisdiction thereof. It is further agreed that without limitation of the foregoing, all calculations of the rate of interest contracted for, charged or received under this note or under such other documents which are made for the purpose of determining whether such rate exceeds the maximum lawful contract rate, shall be made, to the extent permitted by the laws of the State of Texas, by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the loan evidenced hereby, all interest at any time contracted for, charged or received from Makers or otherwise by the holder or holders hereof in connection with such loan.

Any check, draft, money order or other instrument given in payment of all or any portion hereof may be accepted by the

except as herein expressly provided, hereby expressly and severally waive grace, and all notices, demands, presentments for payment, notice of non-payment, protest and notice of protest and diligence in collecting and agree (i) that the holder or holders of this note may, at any time, and from time to time, on request of or by agreement with any of the Makers, extend the date of maturity of all or any part hereof, without notifying or consulting with any of the other Makers or principals hereof, all of whom shall remain fully obligated for the payment hereof; (ii) that it will not be necessary for the holder or holders of this note, in order to enforce payment of this note, to first institute or exhaust its remedies against any Maker or other party liable therefor or to enforce its rights against any security for this note; and (iii) to any substitution, exchange or release of any security now or hereafter given for this note or the release of any party primarily or secondarily liable hereon.

In the event of default hereunder or under any of the instruments securing payment hereof and this note is placed in the hands of an attorney for collection (whether or not suit is filed), or if this note is collected by suit or legal proceedings or through the probate court or bankruptcy proceedings, Makers agree to pay an additional amount equal to ten percent (10%) of all sums then due hereon, including principal and interest, as attorney's fees and expenses of collection.

It is the intention of the parties hereto to comply with the usury laws of the State of Texas; accordingly, it is agreed that notwithstanding any provisions to the contrary in this note, or in any of the documents securing payment hereof or otherwise relating hereto, in no event shall this note or such documents require the payment or permit the collection of interest in excess of the maximum amount permitted by such laws. If any such excess of interest is contracted for, charged or received under this note or under the terms of any of the documents securing payment hereof or otherwise relating hereto, or in the event the maturity of the indebtedness evidenced by this note is accelerated in whole or in part, or in the event that all or part of the principal or interest of this note shall be prepaid, so that under any of such circumstances the amount of interest contracted for, charged or received under this note or under any of the instruments securing payment hereof or otherwise relating hereto, on the amount of principal actually outstanding from time to time under this note shall exceed the maximum amount of interest permitted by the usury laws of the State of Texas, then in any such event (a) the provisions of this paragraph shall govern and control, (b) neither the Makers hereof nor any other person or entity now or hereafter liable for the payment hereof, shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest permitted by the usury laws of the State of Texas, (c) any such excess which may have been collected shall be either applied as a credit against the then unpaid principal amount hereof or refunded to Makers, at the holder's option, and (d) the effective rate of interest shall be automatically reduced to the maximum lawful contract rate allowed under the usury laws of the State of Texas as now or hereafter construed by the courts having jurisdiction thereof. It is further agreed that without limitation of the foregoing, all calculations of the rate of interest contracted for, charged or received under this note or under such other documents which are made for the purpose of determining whether such rate exceeds the maximum lawful contract rate, shall be made, to the extent permitted by the laws of the State of Texas, by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the loan evidenced hereby, all interest at any time contracted for, charged or received from Makers or otherwise by the holder or holders hereof in connection with such loan.

Any check, draft, money order or other instrument given in payment of all or any portion hereof may be accepted by the

holder hereof and handled in collection in the customary manner, but the same shall not constitute payment hereunder or diminish any rights of the holder hereof except to the extent that actual cash proceeds of such instrument are unconditionally received by the holder and applied to this indebtedness in the manner elsewhere herein provided.

The payment of this note is secured by lien of Deed of Trust of even date to Gary A. Falke, Trustee, covering the following described property, to-wit:

Lot Six (6) of WESTOVER ADDITION an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 2, Page 70, of the Map Records of Harris County, Texas.

WEST DREW, INC.

By_____, President

ATTEST:

_____, Secretary

THE STATE OF TEXAS :

COUNTY OF PRESIDIO :

AFFIDAVIT OF GARY ROGERS

BEFORE ME, the undersigned authority, on this day personally appeared GARY ROGERS, who being by me first duly sworn deposed and said the following:

My name is GARY ROGERS and I am a resident of Presidio County, Texas. I am not the same as GARY LIN ROGERS mentioned in an Abstract of Judgment dated June 30, 1972, recorded under Clerk's File No. E-162380 of the Real Property Records of Harris County, Texas; nor am I the same as GARY LYNN ROGERS mentioned in an Abstract of Judgment dated November 17, 1972, recorded under Clerk's File No. D-868485 of the Real Property Records of Harris County, Texas; nor am I the same as GARY LYN ROGERS mentioned in an Abstract of Judgment dated July 16, 1975, recorded under Clerk's File No. E-818923 of the Real Property Records of Harris County, Texas.

I am an undivided owner of the real property described as Lot Six (6) of Westover Addition, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas

FURTHER AFFIANT SAITH NOT.

GARY ROGERS

SUBSCRIBED AND SWORN TO BEFORE ME by the GARY ROGERS this the 25 day of June, 1980.

Estela Madrid

NOTARY PUBLIC, PRESIDIO COUNTY, TEXAS

THE STATE OF TEXAS :

COUNTY OF PRESIDIO :

AFFIDAVIT OF GARY ROGERS

BEFORE ME, the undersigned authority, on this day personally appeared GARY ROGERS, who being by me first duly sworn deposed and said the following:

My name is GARY ROGERS and I am a resident of Presidio County, Texas. I am not the same as GARY LYN ROGERS mentioned in an Abstract of Judgment dated June 30, 1972, recorded under Clerk's File No. E-102380 of the Real Property Records of Harris County, Texas; nor am I the same as GARY LYNN ROGERS mentioned in an Abstract of Judgment dated November 27, 1972, recorded under Clerk's File No. D-868486 of the Real Property Records of Harris County, Texas; nor am I the same as GARY LYN ROGERS mentioned in an Abstract of Judgment dated July 16, 1975, recorded under Clerk's File No. E-818923 of the Real Property Records of Harris County, Texas.

I am an undivided owner of the real property described as Lot Six (6) of Westover Addition, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas

FURTHER AFFIANT SAITH NOT.

GARY ROGERS

SUBSCRIBED AND SWORN TO BEFORE ME by the GARY ROGERS this the 25 day of July, 1990.

NOTARY PUBLIC, PRESIDIO COUNTY, TEXAS

NOTARY PUBLIC
PRESIDIO CO., TEXAS

THE STATE OF TEXAS :

COUNTY OF PRESIDIO :

BEFORE ME, the undersigned authority, on this day personally appeared GARY ROGERS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25 day of June, 1980.

Estela Madrid

NOTARY PUBLIC, PRESIDIO COUNTY, TEXAS

CALDWELL & HURST
LAWYERS
6910 FANNIN STREET
HOUSTON, TEXAS 77030

JOHN H. CALDWELL
ERNEST C. HURST

STEVE UNDERWOOD
DAVID B. HURST

Re Affidavits
Call M Joe

July 7, 1980

Mr. M. O. Price
STEWART TITLE CO.
Post Office Box 1504
Houston, Texas 77001

1223-Z

RE: Your GF #12232

Dear Mr. Price:

Enclosed are the Affidavits of Gary Rogers, John Rogers and Betty Kelley Haley in refernece to the captioned matter.

To the best of my knowledge, Bing Rogers listed in your title report is the same Bing Rogers who has an interest in the subject property.

Of my personal knowledge, the Joe Biesel listed in your title report is the same Joe Biesel who has an interest in the subject property.

Filed 6/19/80 G-574061

Additionally, the County Clerk has recorded a Quit Claim Deed from James Bradshaw Earthman, III to Dan Jordan, Receiver of the Court in this matter.

Our firm's fees in this case are $3,600.00. Please advise if you have any remaining requirements, and if not, what date this transaction can be closed. Our phone: 797-0062.

Sincerely,

CALDWELL & HURST

By Steve Underwood
Steve Underwood

SU:hb
enclosures

797-0062

① Get Copy of Earthman Deed
② Check Probate of Mary I Gayle

Caldwell & Hurst

LAWYERS

6010 Fannin Street

Houston, Texas 77030

John H. Caldwell
Ernest C. Hurst

Steve Underwood
David B. Hurst

July 7, 1980

Mr. M. O. Price
Reliance Title Co.
Post Office Box 1234
Houston, Texas 77001

Re: Your GF #12123

Dear Mr. Price:

Enclosed are the Affidavits of Gary Rogers, John Rogers and Betty Kelley Haley in reference to the captioned matter.

To the best of my knowledge, Ring Rogers listed in your title report is the same Ring Rogers who has an interest in the subject property.

Of my personal knowledge, the Joe Bissel listed in your title report is the same Joe Bissel who has an interest in the subject property.

Additionally, the County Clerk has recorded a Quit Claim Deed from James Bradshaw Parkman, III to Dan Jordan, Receiver of the Court in this matter.

Our firm's fees in this case are $1,600.00. Please advise if you have any remaining requirements, and if not, what date this transaction can be closed. Our phone: 727-0042.

Sincerely,

CALDWELL & HURST

By _____
Steve Underwood

SU:kh
enclosures

THE STATE OF TEXAS :

COUNTY OF HARRIS :

AFFIDAVIT OF BETTY HALEY,
(formerly BETTY KELLEY)

BEFORE ME, the undersigned authority, on this day personally appeared BETTY HALEY, who being by me first duly sworn deposed and said the following:

My name is BETTY HALEY and I am a resident of Harris County, Texas. My former married name was BETTY KELLEY. I am not the same person as BETTY J. KELLEY mentioned in an Abstract of Judgment dated February 6, 1980, recorded under Clerk's File No. G-195350 in the Real Property Records of Harris County, Texas; nor have I at any time done any business as Early Riser Dining Room. I am an undivided owner of the real property described as Lot Six (6) of Westover Addition, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas.

FURTHER AFFIANT SAITH NOT.

Betty Haley
Betty Haley, Affiant

SUBSCRIBED AND SWORN TO BEFORE ME by the said BETTY HALEY, this the 3rd day of July, 1980.

Holly J Bodgen
NOTARY PUBLIC, HARRIS COUNTY, TEXAS

THE STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared BETTY HALEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of July, 1980.

Holly J Bodgen
NOTARY PUBLIC, HARRIS COUNTY, TX

THE STATE OF TEXAS :

COUNTY OF HARRIS :

AFFIDAVIT OF BETTY HALEY,
(formerly BETTY KELLEY)

BEFORE ME, the undersigned authority, on this day personally appeared BETTY HALEY, who being by me first duly sworn deposed and said the following:

My name is BETTY HALEY and I am a resident of Harris County, Texas. My former married name was BETTY KELLEY. I am not the same person as BETTY J. KELLEY mentioned in an Abstract of Judgment dated February 6, 1980, recorded under Clerk's File No. G-185350 in the Real Property Records of Harris County, Texas; nor have I at any time done any business as Early Riser Dining Room. I am an individual owner of the real property described as Lot Six (6) of Westover Addition, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas.

FURTHER AFFIANT SAITH NOT.

Betty Haley, Affiant

SUBSCRIBED AND SWORN TO BEFORE ME by the said BETTY HALEY, this the 24 day of July, 1980.

NOTARY PUBLIC, HARRIS COUNTY, TEXAS

THE STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared BETTY HALEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of July, 1980.

NOTARY PUBLIC, HARRIS COUNTY, TX

THE STATE OF TEXAS :

COUNTY OF HARRIS :

AFFIDAVIT OF JOHNNY KINT ROGERS

BEFORE ME, the undersigned authority, on this day personally appeared JOHN KENT ROGERS, who being by me first duly sworn deposed and said the following:

My name is JOHN KENT ROGERS and I am a resident of Harris County, Texas. I am not the same as JOHN D. ROGERS, a/k/a J. D. ROGERS mentioned in an Abstract of Judgment dated October 22, 1969 recorded under Clerk's File No. D-02846 of the Real Property Records of Harris County, Texas; nor am I the same as JOHN A. ROGERS mentioned in an Abstract of Judgment dated May 12, 1971, recorded under Clerk's File No. D-457189 of the Real Property Records of Harris County, Texas; nor am I the same as JOHN CHARLES ROGERS mentioned in an Abstract of Judgment dated June 14, 1973, recorded under Clerk's File No. E-010764 of the Real Property Records of Harris County, Texas; nor am I the same as JOHN D. ROGERS mentioned in an Abstract of Judgment dated November 20, 1973, recorded under Clerk's File No. E-039328 of the Real Property Records of Harris County, Texas; nor am I the same as JOHN ALTON ROGERS mentioned in an Abstract of Judgment dated June 11, 1975, recorded under Clerk's File No. E-465042 of the Real Property Records of Harris County, Texas; nor am I the same as JOHN D. ROGERS mentioned in an Abstract of Judgment dated December 8, 1950, recorded under Clerk's File No. D-149022 of the Real Property Records of Harris County, Texas.

I am an undivided owner of the real property described as Lot Six (6) of Westover Addition, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas.

FURTHER AFFIANT SAITH NOT.

Johnny Kent Rogers

JOHNNY KINT ROGERS

THE STATE OF TEXAS :

COUNTY OF HARRIS :

AFFIDAVIT OF JOHNNY KENT ROGERS

BEFORE ME, the undersigned authority, on this day personally appeared JOHN KENT ROGERS, who being by me first duly sworn deposed and said the following:

My name is JOHN KENT ROGERS and I am a resident of Harris County, Texas. I am not the same as JOHN D. ROGERS, a/k/a J. D. ROGERS mentioned in an Abstract of Judgment dated October 22, 1969 recorded under Clerk's File No. D-023846 of the Real Property Records of Harris County, Texas; nor am I the same as JOHN K. ROGERS mentioned in an Abstract of Judgment dated May 12, 1971, recorded under Clerk's File No. D-457189 of the Real Property Records of Harris County, Texas; nor am I the same as JOHN CHARLES ROGERS mentioned in an Abstract of Judgment dated June 14, 1973, recorded under Clerk's File No. E-010754 of the Real Property Records of Harris County, Texas; nor am I the same as JOHN D. ROGERS mentioned in an Abstract of Judgment dated November 20, 1973, recorded under Clerk's File No. E-029129 of the Real Property Records of Harris County, Texas; nor am I the same as JOHN ALTON ROGERS mentioned in an Abstract of Judgment dated June 11, 1975, recorded under Clerk's File No. E-465042 of the Real Property Records of Harris County, Texas; nor am I the same as JOHN D. ROGERS mentioned in an Abstract of Judgment dated December 8, 1980, recorded under Clerk's File No. D-149022 of the Real Property Records of Harris County, Texas.

I am an undivided owner of the real property described as Lot Six (6) of Meadover Addition, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 2, Page 70 of the Map Records of Harris County, Texas.

FURTHER AFFIANT SAITH NOT.

JOHNNY KENT ROGERS

SUBSCRIBED AND SWORN TO BEFORE ME by the said JOHNNY KINT ROGERS

this the 1ST day of July, 1980.

Pamela F. Reed
NOTARY PUBLIC, HARRIS COUNTY, TEXAS
PAMELA F. REED
Notary Public, State of Texas
My Commission Expires 12-8-81

THE STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared JOHNNY KINT ROGERS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1ST day of July, 1980.

Pamela F. Reed
NOTARY PUBLIC, HARRIS COUNTY, TEXAS
PAMELA F. REED
Notary Public, State of Texas
My Commission Expires 12-8-81

SUBSCRIBED AND SWORN TO BEFORE ME by the said JUDGE KATHY ROBERS

this the 1st day of July, 1980.

NOTARY PUBLIC, HARRIS COUNTY, TEXAS

PAMELA F. REED
Notary Public, State of Texas
My Commission Expires 12-3-81

THE STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared JUDGE KATHY ROBERS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of July, 1980.

NOTARY PUBLIC, HARRIS COUNTY, TEXAS

PAMELA F. REED
Notary Public, State of Texas
My Commission Expires 12-3-81

NO LIABILITY PROTECTION IS AFFORDED ONLY UNDER THE TERMS OF THE PROPOSED POLICY. STEWART TITLE GUARANTY COMPANY ASSUMES NO LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT OR FOR VERBAL STATEMENTS. This is a copy of a preliminary report made for use of Stewart Title Guaranty Company only, to determine whether a title insurance policy can be issued. If a copy is furnished to the parties to the transaction it is to facilitate preparation of the necessary instruments, to point out curative requirements, if any, and to show the results of the Company's title search (upon which only the Company may rely). None of the information contained herein, or the absence of other information, constitutes a representation to any party, other than the Company, as to the status of the title. If a title defect or encumbrance should exist which is not disclosed hereon, the Company shall not be liable by reason of furnishing this report or for any verbal statements related thereto. The Company shall not be liable for any title defect unless a title insurance policy is hereafter issued by it, insuring against such defect, and the applicable premium paid therefor, and the Company's liability then shall exist only under the terms of its policy (as prescribed by the State Board of Insurance) and as measured and limited thereby.

TITLE REPORT TO

Ref: 6474V G.F. No.1223Z

Date: October 22, 1979 @ 8:00 A.M.

Applicant: ROSS W. FISK

Closer: PRICE

Examination from: Records of STEWART TITLE COMPANY
Subject to: Claims of present occupants: discrepancies in area and boundaries; unpaid bills for labor or material in connection with repairs or new improvements; unpaid taxes.

TITLE GOOD IN:

DAN JORDAN, Receiver, by virtue of District Court Suit No. 1149696 filed on October 25, 1977 in the 129th Judicial District Court of Harris County, Texas.

Closer's Comments

CORRECT DESCRIPTION OF PROPERTY:

Lot Six (6) of WESTOVER ADDITION an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 2, Page 70, of the Map Records of Harris County, Texas.

SUBJECT TO:

RESTRICTIONS:
None of record except those recorded in Volume 261, Page 599 of the Deed Records of Harris County, Texas.

EASEMENTS AND RIGHTS OF WAY:
None.

MINERALS AND/OR ROYALTIES:
None.

OTHER EXCEPTIONS:
None.

LIENS:

None.

MISCELLANEOUS:
We are to be furnished with release or an affidavit to the effect that James Bradshaw Earthman, III is not the same as mentioned in the following:

Abstract of Judgement dated March 10, 1971, in the amount of $11,550.00, plus cost and interest, in favor of Butler, Binion, Rice, Cook and Knapp, attorneys for plaintiff, Dorothy Monroe Earthman, against James Bradshaw Earthman, III, recorded under Clerk's File No. D-300401 of the Real Property Records of Harris County, Texas.

CONTINUED ON PAGE 2

G F # 1223Z
TITLE REPORT CONTINUATION

We are to be furnished with release or an affidavit to the effect that Jo Biesel is not the same as mentioned in the following:

Abstract of Judgement dated October 31, 1978, in the amount of $350.00, plus cost and interest, in favor of Caldwell & Hurst, a partnership, against Jo Biesel, recorded under Clerk's File No. F-902196 of the Real Property Records of Harris County, Texas.

We are to be furnished with release or an affidavit to the effect that Bing Rogers is not the same as mentioned in the following:

Abstract of Judgement dated January 11, 1971, in the amount of $264.66, plus cost and interest, in favor of Doall Texas Company against Bing Rogers d/b/a Southwestern Instrument & Machine Company, recorded under Clerk's File No. D-249734 of the Real Property Records of Harris County, Texas.

Abstract of Judgement dated July 25, 1977, in the amount of $1,008.94, plus cost and interest, in favor of A. J. Foyt Chevrolet, Inc., a corporation, against Bing Rogers, recorded under Clerk's File No. F-278940 of the Real Property Records of Harris County, Texas; an undivided portion of said judgment being assigned to Ross, Banks, May, Cron and Cavin as set forth therein.

We are to be furnished with release or an affidavit to the effect that Johnny Rogers is not the same as mentioned in the following:

Abstract of Judgement dated October 22, 1969, in the amount of $1,726.45, plus cost and interest, in favor of ILA 1273 Federal Credit Union, against John D. Rogers, a/k/a J. D. Rogers, recorded under Clerk's File No. D-028464 of the Real Property Records of Harris County, Texas.

Abstract of Judgement dated May 12, 1971, in the amount of $2,776.03, plus cost and interest, in favor of Montgomery Ward and Company against John A. Rogers, recorded under Clerk's File No. D-457189 of the Real Property Records of Harris County, Texas.

Abstract of Judgement dated June 14, 1973, in the amount of $800.00, plus cost and interest, in favor of The State of Texas against John Charles Rogers, et al, recorded under Clerk's File No. E-010764 of the Real Property Records of Harris County, Texas.

Abstract of Judgement dated November 20, 1973, in the amount of $585.76, plus cost and interest, in favor of Farmer's Hardware Company against John D. Rogers, recorded under Clerk's File No. E-039328 of the Real Property Records of Harris County, Texas.

Abstract of Judgement dated June 11, 1975, in the amount of $329.72, plus cost and interest, in favor of Montgomery Ward & Company, Inc. against John Alton Rogers, recorded under Clerk's File No. E-465042 of the Real Property Records of Harris County, Texas.

Abstract of Judgement dated December 8, 1950, in the amount of $91.67, plus cost and interest, in favor of Gibraltar Savings & Building Association against John D. Rogers, et al, recorded under Clerk's File No. D-149022 of the Real Property Records of Harris County, Texas.

We are to be furnished with release or an affidavit to the effect that Gary Rogers is not the same as mentioned in the following:

Abstract of Judgement dated June 30, 1972, in the amount of $1,000.00, plus cost and interest, in favor of The State of Texas against Gary Lin Rogers, et al, recorded under Clerk's File No. E-162380 of the Real Property Records of Harris County, Texas.

CONTINUED ON FOLLOWING PAGE

We are to be furnished with releases or an affidavit to the effect that Jim Bailey is not the same as mentioned in the following:

Abstract of Judgment dated October 31, 1973, in the amount of $[illegible].00, plus cost and interest, in favor of Fidelity & Mortg. & Savings Association, against Jo Bissel, recorded under Clerk's File No. E-[illegible] of the Real Property Records of Harris County, Texas.

We are to be furnished with releases or an affidavit to the effect that Bing Rogers is not the same as mentioned in the following:

Abstract of Judgment dated January 11, 1971, in the amount of $[illegible].65, plus cost and interest, in favor of Small Trees Company against Bing Rogers d/b/a Southwestern Instruments & Marine Company, recorded under Clerk's File No. D-[illegible] of the Real Property Records of Harris County, Texas.

Abstract of Judgment dated July 25, 1972, in the amount of $1,[illegible].96, plus cost and interest, in favor of A. J. Pult Chevrolet, Inc., a corporation, against Bing Rogers, recorded under Clerk's File No. F-[illegible] of the Real Property Records of Harris County, Texas, as updated portion of said judgment being assigned to Rose, Banks, Hay, Cron and Dunn as set forth therein.

We are to be furnished with releases or an affidavit to the effect that Johnny Rogers is not the same as mentioned in the following:

Abstract of Judgment dated October 22, 1969, in the amount of $1,[illegible].45, plus cost and interest, in favor of ILA [illegible] Federal Credit Union, against John B. Rogers, d/b/a J. B. Rogers, recorded under Clerk's File No. D-[illegible] of the Real Property Records of Harris County, Texas.

Abstract of Judgment dated May 12, 1971, in the amount of $2,[illegible].03, plus cost and interest, in favor of Professional Nurse and Company against John A. Rogers, recorded under Clerk's File No. F-[illegible] of the Real Property Records of Harris County, Texas.

Abstract of Judgment dated June 14, 1973, in the amount of $800.00, plus cost and interest, in favor of The State of Texas against John Charles Rogers, et al, recorded under Clerk's File No. E-[illegible] of the Real Property Records of Harris County, Texas.

Abstract of Judgment dated November 20, 1972, in the amount of $[illegible].74, plus cost and interest, in favor of Farmer's Hardware Company against John B. Rogers, recorded under Clerk's File No. E-[illegible] of the Real Property Records of Harris County, Texas.

Abstract of Judgment dated June 11, 1970, in the amount of $329.72, plus cost and interest, in favor of Montgomery Ward & Company, Inc. against John Alton Rogers, recorded under Clerk's File No. E-[illegible] of the Real Property Records of Harris County, Texas.

Abstract of Judgment dated December 8, 1970, in the amount of $71.47, plus cost and interest, in favor of Gibraltar Savings & Building-Association against John B. Rogers, et al, recorded under Clerk's File No. D-[illegible] of the Real Property Records of Harris County, Texas.

We are to be furnished with releases or an affidavit to the effect that Bing Rogers is not the same as mentioned in the following:

Abstract of Judgment dated June 16, 1972, in the amount of $1,000.00, plus cost and interest, in favor of the State of Texas against Cory Lee Rogers, et al, recorded under Clerk's File No. E-[illegible] of the Real Property Records of Harris County, Texas.

CONTINUED ON FOLLOWING PAGE

G F # 1223Z
TITLE REPORT CONTINUATION

Abstract of Judgement dated November 17, 1972, in the amount of $1,000.00, plus cost and interest, in favor of The State of Texas against Gary Lynn Rogers, et al, recorded under Clerk's File No. D-868485 of the Real Property Records of Harris County, Texas.

Abstract of Judgement dated July 16, 1975, in the amount of $250.00, plus cost and interest in favor of The State of Texas against Gary Lyn Rogers, et al, recorded under Clerk's File No. E-818923 of the Real Property Records of Harris County, Texas.

Title to subject property was conveyed to Mary Louise Arterbury, Kathryn Rowell, Jo Biesel, Alton Rogers, Bing Rogers, Janet Isbell, Johnny Rogers, Betty Kelly and Gary Rogers by deed dated November 17, 1976, recorded under Clerk's File No. E-958153. Thereafter on October 25, 1977, under Cause No. 1149696 of the 129th Judicial District Court of Harris County, Texas, said owners filed a partition suit and the Court appointed Dan Jordan to act as Receiver and sell the subject property. So far there has been filed in said suit an Application to Sell Real Property and an Order Authorizing Sale of Real Property. Therefore, we must be furnished with certified copies of the Report of Sale and Order Confirming Sale filed in said cause.

Prior to the title to the subject property being conveyed to Mary Louise Arterbury, et al, we find of record a deed dated September 28, 1976, recorded under Clerk's File No. E-907758, executed by Mary Gayle conveying to James Bradshaw Earthman, III an undivided 1/4 interest in the subject property. Mary Gayle did not appear to have any interest in the subject property at the time she executed said deed. However, since said deed creates a cloud upon the title to the subject property, secure and record a Quit Claim Deed from James Bradshaw Earthman, III, conveying all his interest in the subject property.

Require deed from James Bradshaw Earthman III + Mary Gayle & Mari Biesel ok.

Mari Biesel okay

Joe Abbatz Jr
2-28-80

C-2-1972
TITLE REPORT CERTIFICATION

Abstract of Judgment dated November 17, 1972, in the amount of $1,000.00, plus cost and interest, in favor of The State of Texas against Gary Lynn Rogers, et al, recorded under Clerk's File No. E-92025 of the Real Property Records of Harris County, Texas.

Abstract of Judgment dated July 16, 1972, in the amount of $250.00, plus cost and interest in favor of The State of Texas against Gary Lynn Rogers, et al, recorded under Clerk's File No. E-81092 of the Real Property Records of Harris County, Texas.

Title to subject property was conveyed to Mary Louise Rutherford, Kathryn Russell, Jo Brazel, Alton Rogers, Ring Rogers, Janet Isbell, Johnny Rogers, Betty Kelly and Gary Rogers by deed dated November 17, 1972, recorded under Clerk's File No. F-75215. Thereafter on October 23, 1972, under Cause No. 114222 of the 152th Judicial District Court of Harris County, Texas, said Johnny filed a partition suit and the Court appointed Don Jordan to act as Receiver and sell the subject property. So far there has been filed in said suit an application to Sell Real Property and an Order Authorizing Sale of Real Property. Therefore, we must be furnished with certified copies of the Report of Sale and Order Confirming Sale filed in said cause.

Prior to the title to the subject property being conveyed to Mary Louise Rutherford, et al, we find of record a deed dated September 20, 1972, recorded under Clerk's File No. E-92272, executed by Mary Ruth conveying to James Broadhow Forthman, III an undivided 1/4 interest in the subject property. Mary Ruth did not appear to have any interest in the subject property at the time she executed said deed. However, since said deed creates a cloud upon the title to the subject property, secure and record a quit claim deed from James Broadhow Forthman, III, conveying all his interest in the subject property.

Report Sent Thru Jamie Hendricks
to Mr. Stanley Mc Farland
Mr. Jerry Glenn
Received
2-22-80

No. 80-17410

DAN JORDAN, RECEIVER	§	
	§	IN THE DISTRICT COURT
VS.	§	
	§	OF HARRIS COUNTY, TEXAS
JAMES BRADSHAW EARTHMAN, III	§	129th DISTRICT COURT
and MARY GAYLE, aka MARY KINNEY	§	

MOTION TO DISMISS

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES DAN JORDAN, duly appointed and acting Receiver of this Court in Cause No. 1,149,696 and makes and files this, his Motion to Dismiss the above numbered and styled cause and as grounds therefor would respectfully show unto this Honorable Court all of the following:

I.

That Plaintiff herein, DAN JORDAN, RECEIVER, has amicably resolved, settled and compromised his suit herein against JAMES BRADSHAW EARTHMAN, III, and said Defendant has quitclaimed unto the said DAN JORDAN, RECEIVER, all of his right, title and interest in and to the property described in Plaintiff's Original Petition on file herein, and the said DAN JORDAN no longer desires to prosecute his claim herein.

WHEREFORE, Premises Considered, Plaintiff DAN JORDAN, RECEIVER, prays that the Court enter its written ORDER dismissing this suit without prejudice.

Respectfully submitted,

CALDWELL & HURST

By _____

Steve Underwood
Texas Bar #20388800
Attorneys for
DAN JORDAN, RECEIVER
6910 Fannin, Suite 301-A
Houston, Texas 77030
(713) 797-0061

No. 89-1248

DAN JORDAN, RECEIVER	§	
	§	IN THE DISTRICT COURT
vs.	§	
	§	OF HARRIS COUNTY, TEXAS
JAMES BRADSHAW EARTHMAN, II	§	
and MARY GAYLE, a/k MARY ADMIRY	§	152th DISTRICT COURT

MOTION TO DISMISS

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES DAN JORDAN, duly appointed and acting Receiver of this Court in Cause No. 1143,498 and hereby and files this, his Motion to Dismiss the above numbered and styled cause and in support thereof would respectfully show unto this Honorable Court as of the following:

I.

That Plaintiff herein, DAN JORDAN, RECEIVER, has amicably resolved, settled and compromised his suit herein against JAMES BRADSHAW EARTHMAN, II, and said Defendant has quitclaimed unto the said DAN JORDAN, RECEIVER, all of his right, title and interest in and to the property described in Plaintiff's Original Petition on file herein, and the said DAN JORDAN no longer desires to prosecute his claim herein.

WHEREFORE, Premises Considered, Plaintiff DAN JORDAN, RECEIVER, prays that the Court enter its written ORDER dismissing this suit without prejudice.

Respectfully submitted,

CALDWELL & HURST

By

Steve Underwood
Texas Bar #20288800
Attorneys for
DAN JORDAN, RECEIVER
6300 Yoakum, Suite 30-A
Houston, Texas 77030
(713) 797-0001

ORDER

The Court having read and considered the above and foregoing Motion to Dismiss, and being of the opinion that same should be granted,

IT IS THEREFORE ORDERED, that Plaintiff's suit herein against Defendants be and is hereby dismissed without prejudice to the refiling of same.

SIGNED this _____ day of September, 1980.

_____
JUDGE PRESIDING

APPROVED:

CALDWELL & HURST

By _____
Steve Underwood
Texas Bar #20388800
Attorneys for
DAN JORDAN, RECEIVER
6910 Fannin, Suite 301-A
Houston, Texas 77030
(713) 797-0061

CALDWELL & HURST
LAWYERS
6910 FANNIN STREET
HOUSTON, TEXAS 77030

JOHN H. CALDWELL
ERNEST C. HURST

STEVE UNDERWOOD
DAVID B. HURST

April 20, 1982

Mr. Dan Jordan
1402 Dunlavy, Room 4
Houston, TX 77019

RE: 1217 W. Drew

Dear Dan:

As you know, I filed suit against the Independent Executrix of the Estate of Mary Gayle and the unknown heirs of Mary Gayle back in November, 1981. This suit was designed to clear the title to the remaining 3/4ths of the referenced property.

The unknown heirs have been served by publication and the executrix of her estate and the beneficiaries named in her will have agreed to settle for $2,500.00.

Accordingly, we need to determine which, if any, earnest money contracts are outstanding and have each of them released and the earnest money returned. I seem to recall that there were two (2) or three (3). I also remember that one of the proposed buyers paid $200.00 for a release of the claim of James Earthman.

I would appreciate you contacting me about this at your convenience so that we can take care of the remaining steps for sale of the property.

Sincerely,

CALDWELL & HURST

By Steve Underwood
Steve Underwood

SU:th

4-22-82 - Steve says he'll try to get Alton and others to agree to this settlement - If so he'll prepare the necessary papers to present to Court

4-22-82 - Have Doug do so too to get Kim and others to agree to sign certificate of service to pay the successors papers to present to Court

Sanctity of Contract

STEWART TITLE

10-8-80
Must have deed from
Jo Denises -
TURN DOWN FILE
UNTIL THIS AGAIN-
PLEASE

March 4, 1980

Dan B. Jordan
1402 Dunlavy - Room 4
Houston, Texas 77019

RE: Stewart GF-1223-Z
Lot 6, Westover Addition

Dear Mr. Jordan:

Enclosed please find a copy of our title report covering Lot 6 of Westover Addition, and a zerox copy of my run sheet showing passage of title out of Z. J. Gayle and wife Mary Gayle to M. L. Arterbury (his daughter) and on into Mrs. Fern Jones.

Title was originally acquired by Z. J. Gayle and Mary I. Kenney, by deed dated May 22, 1958, from Lee F. Brock and wife, recorded in Volume 3511, Page 738 Deed Records.

After title became vested in Fern Jones by deed dated July 5, 1970, recorded in Volume 8061, Page 149 Deed Records, Zeno J. Gayle executed a deed to his wife Mary Gayle, dated November 10, 1974, in which Jo Bresel, the daughter was to be allowed to use the lower floor of the house and Jo Gayle Biesel later conveyed this right to Mari Biesel Olson.

Thereafter Mary Gayle executed a deed dated September 28, 1976, to James B. Earthman, III, covering an undivided 1/4th interest.

We would like for the interests if any of James B. Earthman, III, of Mary Gayle, and of Mari Bresel Olson to be acquired so that they would no longer have a claim to this property. It may be that their rights, if any, could be determined in the present partition suit.

We note that there has not been a conveyance of the subject property to a third party outside the family who would be a bona fide purchaser for value, and for this reason would be reluctant to insure the title without proper deeds out of Mary Gayle, James B. Earthman, III, and Mari Biesel Olson.

Sincerely,

Joe Abbate, Jr.

Joe Abbate, Jr.
Sr. Title Officer

Need Q.C.D.

JA:jea
Encs.

STEWART TITLE

March 4, 1940

Dan E. Jordan
1402 Dudley - Room 4
Houston, Texas 77012

RE: Stewart GF-12313-E
Lot 6, Westover Addition

Dear Mr. Jordan:

Enclosed please find a copy of our title report covering Lot 6 of Westover Addition, and a xerox copy of my run sheet showing passage of title out of E. J. Doyle and wife Mary Doyle to M. L. Arrabury (this daughter) and on into Mrs. Ivon Jones.

Title was originally acquired by E. J. Doyle and Mary J. Ramsey, by deed dated May 27, 1938, from Lee F. Brock and wife, recorded in volume 3311, Page 138 Deed Records.

After title became vested in Mrs. Jones by deed dated July 5, 1939, recorded in Volume 3511, Page 149 Deed Records, Jane E. Doyle executed a deed to Mrs. Ivon Mary Doyle, dated November 10, 1974, in which to convey, the daughter was to be allowed to use the lower floor of the house and Jo Doyle Jones conveyed this right to Mrs. Ivon Jones.

Therefore Mary Doyle executed a deed dated September 28, 1976, to Jane E. Jones, 1/3, reserving an undivided 1/6th interest.

We would like for the interests if any of [redacted] and of [redacted] to be accepted so that they would be bound by a claim to this property. It may be that their rights, if any, could be determined in the present partition suit.

We note that there has not been a conveyance of the sub-surface property to a third party outside the family who would be a bona fide purchaser for value, and for this reason would be reluctant to insure the title without proper deeds out of Mary Doyle, Jane E. Jones, Ill, and Mrs. Ivon Jones.

Sincerely,

Joe Ashmore, Jr.
Sr. Title Officer

Marjia
Encs.

CALDWELL & HURST
LAWYERS
6910 FANNIN STREET
HOUSTON, TEXAS 77030
(713) 797-9001
FAX (713) 797-9007

JOHN H. CALDWELL
ERNEST C. HURST

October 24, 1980

April 30, 1981

Mr. Dan Jordan
6001 N. Shepherd, Suite 196
Houston, TX 77018

Mr. Steve Underwood, Attorney
6910 Fannin
Houston, Tx. 77030

Re: 1217 W. Drew
Houston, Tx.

Mr. Alton
Rt. 2, Box
Manvel, TX 77578

Dear Steve:

RE: 1217 West Drew; Case No. 8157339; Dan Jordan, Receiver vs. Estate of Mary I. Kinney, et al; the Unknown Heirs of Mary I. Kinney

Here is a contract with Nathaniel King on subject property, together with a Cashier's Check in the amount of $1000 on The Standard Bank payable to Statewide Title Co. #018639

Dear Dan and Alton:

The amount is the purchase price is $50,000 payable at $5000 down, and Seller to carry a mortgage of $45,000 at 10%. Payment of interest only to be made each 6 months. No payment of Principal required for 2 years, at which time the full amount is due and payable.

It is further agreed that the house foundations are to be treated by a Licensed Termite Co. within 30 days after close at a cost not to exceed $650 to be paid by Seller. (I guess this could be handled at the closing in some manner).

With the problems we have had heretofore, and since this price is $15,000 higher than we hoped to get tw years ago, I hope the Court will approve same.

Purchaser is leaving town today and will return about May 8, 1981.

If I can be of any help, please call me.

Very truly yours,

Dan B. Jordan

Dan B. Jordan

AC:th

April 30, 1981

Mr. Steve Underwood, Attorney
6910 Fannin
Houston, Tx. 77030

Re: 1217 W. Drew
Houston, Tx.

Dear Steve:

Here is a contract with Nathaniel King on subject property, together with a Cashier's Check in the amount of $1000 on The Standard Bank payable to Statewide Title Co. # 018637

The amount is the purchase price is $50,000 payable at $5000 down, and Seller to carry a mortgage of $45,000 at 10%. Payment of interest only to be made each 6 months. No payment of Principal required for 2 years, at which time the full amount is due and payable.

It is further agreed that the house foundations are to be treated by a Licensed Termite Co. within 30 days after close at a cost not to exceed $650 to be paid by Seller. (I guess this could be handled at the closing in some manner).

With the problems we have had heretofore, and since this price is $15,000 higher than we hoped to get tw years ago, I hope the Court will approve same.

Purchaser is leaving town today and will return about May 8, 1981.

If I can be of any help, please call me.

Very truly yours,

Dan B. Jordan

CALDWELL & HURST
LAWYERS
6910 FANNIN STREET
HOUSTON, TEXAS 77030
(713) 797-0061
FAX (713) 797-6631

JOHN H. CALDWELL
ERNEST C. HURST

STEVE UNDERWOOD
DAVID B. HURST
ANN CHAFFIN

October 24, 1990

Mr. Dan Jordan
4001 N. Shepherd, Suite 106
Houston, TX 77018

Mr. Alton Rogers
Rt. 2, Box 530
Manvel, TX 77578

RE: 1217 West Drew; Case No. 8157339; Dan Jordan, Receiver vs. Estate of Mary I. Kinney and the Unknown Heirs of Mary I. Kinney

Dear Dan and Alton:

The suit concerning 1217 West Drew has been set on the trial docket for a two (2) week period beginning November 26, 1990. Several other cases are also set on the docket for that period of time.

The Court Clerk will call our office shortly before the case is reached on the docket. If the case is not reached within the two (2) week period, it will be reset.

We will be in touch as the trial date approaches.

Please let me know if you have any questions.

Yours truly,

CALDWELL & HURST

By Ann Chaffin
Ann Chaffin

AC:th

CALDWELL & HURST
LAWYERS
9010 Highway Square
Houston, Texas 77080
(713) 787-0000
Fax (713) 787-0001

James M. Caldwell
Emmett C. Hurst

State Bar Certificate
Board of Legal
Specialization
Non Certified

October 24, 1990

Mr. Dan Jordan
4031 N. Shepherd, Suite 108
Houston, TX 77018

Mr. Alton Rogers
Rt. 2, Box 650
Manvel, TX 77578

RE: 1217 West Drew; Case No. 8127239; Dan Jordan, Receiver vs. Estate of Mary L. Kinney and the Unknown Heirs of Mary L. Kinney

Dear Dan and Alton:

The suit concerning 1217 West Drew has been set on the trial docket for a two (2) week period beginning November 26, 1990. Several other cases are also set on the docket for that period of time.

The Court Clerk will call our office shortly before the case is reached on the docket. If the case is not reached within the two (2) week period, it will be reset.

We will be in touch as the trial date approaches.

Please let me know if you have any questions.

Yours truly,

CALDWELL & HURST

By: _____
Amy Griffin

ACG:ll

CALDWELL & HURST
LAWYERS
6910 FANNIN STREET
HOUSTON, TEXAS 77030
(713) 797-0061

JOHN H. CALDWELL
ERNEST C. HURST
STEVE UNDERWOOD
DAVID B. HURST
ANN CHAFFIN

August 10, 1989

Mr. Alfred J. Hernandez
3400 Irvington Blvd.
Houston, TX 77009

Mr. Dan Jordan
4001 North Shepherd, Suite 116
Houston, TX 77018

RE: Case No. 81-57399; Dan Jordan, Receiver vs. Margaret Mattison, Independent Executrix of the Estate of Mary I. Kinney, Deceased, a/k/a Mary Gayle and the Unknown Heirs of Mary I. Kinney, a/k/a Mary Gayle; In the 157th District Court of Harris County, Texas

---

Dear Mr. Hernandez and Mr. Jordan:

In connection with the captioned cause, Steve Underwood asked me to check the status of the case and to determine if it had been dismissed as to all parties. The Court's file reflected that an Order nonsuiting Margaret Mattison, Independent Executrix of the Estate of Mary I. Kinney, Deceased, was signed, but that an Order dismissing the entire case or nonsuiting the unknown heirs of Mary I. Kinney has not been signed.

Our intention is to bring to the Court's attention the fact that the case has not been dismissed as to all parties and to set it for trial. Since the case has been inactive for a while, Mr. Underwood wanted to advise you of his intended action.

Please let me know if you have any questions.

Yours truly,

CALDWELL & HURST

By Ann Chaffin
Ann Chaffin

AC:th

W.O. 6282 JULY 7, 1992

DAN JORDAN
4001 N SHEPHERD
HOUSTON TX 77018

RE: SUIT (CAUSE) NO. 92-28083
ACCOUNT NO. 037-079-000-0006
LT 6
WESTOVER

****
TOTAL DUE * *
IN * $11902.55 *
JULY * *
****

DEAR TAXPAYER:

A SUIT HAS BEEN FILED FOR THE COLLECTION OF DELINQUENT AD VALOREM TAXES DUE ON THE ABOVE DESCRIBED PROPERTY. WE HAVE DETERMINED THAT DELINQUENT TAXES ARE ALSO DUE THE STATE OF TEXAS AND HARRIS COUNTY AND, ACCORDINGLY, WE HAVE INTERVENED IN THE ABOVE CAPTIONED SUIT.

WE ARE CORRESPONDING WITH YOU AT THIS TIME TO NOTIFY YOU OF THE PENDING LITIGATION SO THAT YOU MAY RESOLVE THIS MATTER NOW TO MINIMIZE ADDITIONAL COURT COSTS, PENALTIES AND INTEREST. THE DELINQUENT YEAR(S) AND THE AMOUNT FOR EACH YEAR INCLUDING ATTORNEY'S FEES, IF PAID BY THE LAST DAY OF THIS MONTH, IS AS FOLLOWS:

1977--	385.70	1978--	453.54	1979--	442.76
1980--	432.78	1981--	431.24	1982--	705.76
1983--	673.62	1984--	1407.17	1985--	1323.56
1986--	1284.57	1987--	1062.13	1988--	1097.77
1989--	785.42	1990--	719.03	1991--	682.50

COURT COSTS IN THE AMOUNT OF $__15.00___ ARE ALSO DUE AND MUST BE PAID BEFORE THIS SUIT CAN BE DISMISSED, BRINGING THE TOTAL TO $**11902.55*** IF PAYMENT IS RECEIVED THIS MONTH.

WHEN MAKING PAYMENT, THE FOLLOWING SHOULD BE DONE TO ENSURE PROPER CREDIT TO YOUR TAX ACCOUNT AND THE PENDING LITIGATION.

1. MAKE CHECK PAYABLE TO HARRIS COUNTY TAX COLLECTOR.

2. PUT YOUR TAX ACCOUNT NUMBER AND CAUSE (SUIT) NUMBER ON THE FACE OF THE CHECK AND INDICATE ALSO THE TAX YEAR OR YEARS BEING PAID.

3. MAIL PAYMENT TO: COUNTY ATTORNEY'S OFFICE
TAX LITIGATION SECTION
1001 PRESTON, SUITE 634
HOUSTON, TEXAS 77002

IF YOU HAVE RETAINED AN ATTORNEY TO REPRESENT YOU IN THIS MATTER, PLEASE TURN THIS LETTER OVER TO HIM OR HER PROMPTLY.

SINCERELY,

(713) 755-6065
FAX NO. (713) 755-8848

MIKE DRISCOLL
COUNTY ATTORNEY

HUNTER L. MARTIN, III
ASSISTANT COUNTY ATTORNEY

NO. 92-28083

HOUSTON ISD ET AL	)	IN THE DISTRICT COURT OF
	)	
	)	
VS.	)	HARRIS COUNTY, TEXAS
	)	
	)	
DAN JORDAN ET AL	)	234TH JUDICIAL DISTRICT
	)	

PETITION IN INTERVENTION

NOW COMES THE STATE OF TEXAS AND COUNTY OF HARRIS, HEREINAFTER REFERRED TO AS INTERVENOR, AND FILES THIS ITS PETITION IN INTERVENTION IN THE ABOVE ENTITLED AND NUMBERED CAUSE IN BEHALF OF THE INTERVENOR AND FOR THE USE AND BENEFIT OF ALL POLITICAL SUBDIVISIONS WHOSE TAXES ARE COLLECTED BY THE ASSESSOR AND COLLECTOR OF TAXES FOR HARRIS COUNTY, AND FOR CAUSE OF ACTION SAYS:

1. THE INTERVENOR ADOPTS AND INCORPORATES HEREIN PLAINTIFF'S ORIGINAL PETITION AND EACH AMENDMENT THERETO.

2. THE DEFENDANT(S) ARE THOSE PARTIES NAMED IN PLAINTIFF'S ORIGINAL PETITION AND EACH AMENDMENT THERETO AND ALSO THE UNKNOWN OWNERS, IF ANY, OF THE PROPERTY DESCRIBED IN PLAINTIFF'S PETITION WHOSE NAMES AND RESIDENCES ARE UNKNOWN, AND ANY AND ALL OTHER PERSONS INCLUDING ALL ADVERSE CLAIMANTS OWNING OR HAVING ANY LEGAL OR EQUITABLE INTEREST OR LIEN UPON THE SAID DESCRIBED PROPERTY, WHO OWNED OR CLAIMED SOME INTEREST IN SAID REAL PROPERTY ON JANUARY FIRST OF ANY YEAR FOR WHICH THE TAX WAS IMPOSED OR WHO OWNED OR CLAIMED SOME INTEREST IN SAID REAL PROPERTY AT THE TIME OF THE FILING OF THIS SUIT.

3. AS TO EACH TRACT OF REAL ESTATE SEPARATELY ASSESSED IN PLAINTIFF'S PETITION THERE ARE DELINQUENT TAXES JUSTLY DUE AND OWING TO INTERVENOR FOR THE YEARS AND IN THE AMOUNTS SET OUT IN EXHIBIT " A " HERETO ATTACHED AND MADE A PART HEREOF, TOGETHER WITH PENALTIES, INTEREST AND COSTS AS PROVIDED BY LAW AND LEGALLY ACCRUING THEREON.

4. ALL OF SAID REAL ESTATE IS LOCATED WITHIN THE BOUNDARIES OF HARRIS COUNTY, TEXAS, AND ALL SAID TAXES WERE AUTHORIZED BY LAW AND HAVE BEEN DULY AND LEGALLY LEVIED AND ASSESSED AGAINST SAID REAL PROPERTY AND THE OWNERS THEREOF AND INTERVENOR NOW HAS AND ASSERTS A LIEN ON EACH TRACT OF REAL PROPERTY SEPARATELY ASSESSED AND DESCRIBED IN PLAINTIFF'S PETITION TO SECURE PAYMENT OF ALL TAXES, PENALTIES, INTEREST, EXPENSES, ATTORNEYS FEES AND COSTS DUE THEREON; AND ALL THINGS REQUIRED BY LAW TO BE DONE HAVE BEEN DULY AND LEGALLY PERFORMED BY THE PROPER OFFICIAL.

5. ALL PARTIES TO THIS SUIT AND INTERVENTION SHALL TAKE NOTICE THAT CLAIMS NOT ONLY FOR ANY TAXES WHICH WERE DELINQUENT ON SAID PROPERTY AT THE TIME SUIT WAS FILED, BUT ALSO ALL TAXES BECOMING DELINQUENT THEREON AT ANY TIME THEREAFTER, ALL INTEREST, PENALTIES, FEES, EXPENSES AND COSTS ALLOWED BY LAW THEREON AND CURRENT TAXES PRORATED UP TO AND INCLUDING THE DATE OF JUDGMENT, AND ALL INTEREST, PENALTIES, FEES, EXPENSES AND COSTS ALLOWED BY LAW THEREON, SHALL BE RECOVERED HEREIN WITHOUT FURTHER NOTICE OR CITATION TO ANY PARTIES HERETO.

NO. 93-28037

HOUSTON ISD ET AL	)	IN THE DISTRICT COURT OF
	)	
VS.	)	HARRIS COUNTY, TEXAS
	)	
DAN JORDAN ET AL	)	234TH JUDICIAL DISTRICT

PETITION IN INTERVENTION

NOW COMES THE STATE OF TEXAS AND COUNTY OF HARRIS, HEREINAFTER REFERRED TO AS INTERVENOR, AND FILES THIS PETITION IN INTERVENTION IN THE ABOVE ENTITLED AND NUMBERED CAUSE IN BEHALF OF THE INTERVENOR AND FOR THE USE AND BENEFIT OF ALL POLITICAL SUBDIVISIONS WHOSE TAXES ARE COLLECTED BY THE ASSESSOR AND COLLECTOR OF TAXES FOR HARRIS COUNTY, AND FOR CAUSE OF ACTION SAYS:

1. THE INTERVENOR ADOPTS AND INCORPORATES HEREIN PLAINTIFF'S ORIGINAL PETITION AND EACH AMENDMENT THERETO.

2. THE DEFENDANT(S) ARE THOSE PARTIES NAMED IN PLAINTIFF'S ORIGINAL PETITION AND EACH AMENDMENT THERETO AND ALSO THE UNKNOWN OWNERS, IF ANY, OF THE PROPERTY DESCRIBED IN PLAINTIFF'S PETITION WHOSE NAMES AND RESIDENCES ARE UNKNOWN, AND ANY AND ALL OTHER PERSONS INCLUDING ALL ADVERSE CLAIMANTS OWNING OR HAVING ANY LEGAL OR EQUITABLE INTEREST OR LIEN UPON THE SAID DESCRIBED PROPERTY, WHO OWNED OR CLAIMED SOME INTEREST IN SAID REAL PROPERTY ON JANUARY FIRST OF ANY YEAR FOR WHICH THE TAX WAS IMPOSED OR WHO OWNED OR CLAIMED SOME INTEREST IN SAID REAL PROPERTY AT THE TIME OF THE FILING OF THIS SUIT.

3. AS TO EACH TRACT OF REAL ESTATE SEPARATELY ASSESSED IN PLAINTIFF'S PETITION THERE ARE DELINQUENT TAXES JUSTLY DUE AND OWING TO INTERVENOR FOR THE YEARS AND IN THE AMOUNTS SET OUT IN EXHIBIT " A " HERETO ATTACHED AND MADE A PART HEREOF, TOGETHER WITH PENALTIES, INTEREST AND COSTS AS PROVIDED BY LAW AND LEGALLY ACCRUING THEREON.

4. ALL OF SAID REAL ESTATE IS LOCATED WITHIN THE BOUNDARIES OF HARRIS COUNTY, TEXAS, AND ALL SAID TAXES WERE AUTHORIZED BY LAW AND HAVE BEEN DULY AND LEGALLY LEVIED AND ASSESSED AGAINST SAID REAL PROPERTY AND THE OWNERS THEREOF AND INTERVENOR NOW HAS AND ASSERTS A LIEN ON EACH TRACT OF REAL PROPERTY SEPARATELY ASSESSED AND DESCRIBED IN PLAINTIFF'S PETITION TO SECURE PAYMENT OF ALL TAXES, PENALTIES, INTEREST, EXPENSES, ATTORNEYS FEES AND COSTS DUE THEREON; AND ALL THINGS REQUIRED BY LAW TO BE DONE HAVE BEEN DULY AND LEGALLY PERFORMED BY THE PROPER OFFICIAL.

5. ALL PARTIES TO THIS SUIT AND INTERVENTION SHALL TAKE NOTICE THAT CLAIMS NOT ONLY FOR ANY TAXES WHICH WERE DELINQUENT ON SAID PROPERTY AT THE TIME SUIT WAS FILED, BUT ALSO ALL TAXES BECOMING DELINQUENT THEREON AT ANY TIME THEREAFTER, ALL INTEREST, PENALTIES, FEES, EXPENSES AND COSTS ALLOWED BY LAW THEREON AND CURRENT TAXES PRORATED UP TO AND INCLUDING THE DATE OF JUDGMENT, AND ALL INTEREST, PENALTIES, FEES, EXPENSES AND COSTS ALLOWED BY LAW THEREON, SHALL BE RECOVERED HEREIN WITHOUT FURTHER NOTICE OR CITATION TO ANY PARTIES HERETO.

6. THE ATTORNEY WHOSE NAME IS SIGNED HERETO IS LEGALLY AUTHORIZED AND EMPOWERED TO FILE AND PROSECUTE THIS ACTION ON BEHALF OF THE STATE OF TEXAS AND COUNTY OF HARRIS AND REASONABLE ATTORNEY'S FEES IN THE AMOUNT OF FIFTEEN PERCENT (15%) OF THE TOTAL TAXES, PENALTIES AND INTEREST RECOVERABLE HEREIN HAVE BEEN INCURRED IN THE PREPARATION, FILING AND PROSECUTION OF THIS SUIT, FOR WHICH INTERVENOR IS ENTITLED TO RECOVER AS PROVIDED BY LAW.

WHEREFORE, INTERVENOR STATE OF TEXAS, COUNTY OF HARRIS PRAYS JUDGMENT AGAINST DEFENDANT(S) FOR THE AMOUNT OF SAID TAXES, INCLUDING ALL OTHER TAXES TO THE DATE OF THE JUDGMENT HEREIN, TOGETHER WITH ALL PENALTIES, INTEREST, COSTS, EXPENSES, FEES OF OFFICE AND ATTORNEY'S FEES THAT MAY BE OR BECOME LEGALLY DUE AND OWING THAT ARE SECURED BY THE ASSERTED TAX LIENS, TOGETHER WITH FORECLOSURE OF THE SAID TAX LIENS AGAINST THE PROPERTY DESCRIBED IN THE PLAINTIFF'S PETITION, AND FOR PERSONAL JUDGMENT AGAINST SAID DEFENDANT(S), SAVE AND EXCEPT ANY AND ALL LIENHOLDERS AGAINST WHOM INTERVENOR SEEKS NO PERSONAL LIABILITY, OWNING SAID PROPERTY ON JANUARY FIRST OF EACH YEAR SAME AS WAS ASSESSED FOR TAXATION FOR THE AMOUNT SHOWN TO BE DUE ON IT, AND FOR SUCH OTHER AND FURTHER RELIEF TO WHICH INTERVENOR MAY BE ENTITLED.

RESPECTFULLY SUBMITTED,

MIKE DRISCOLL, 99999938
COUNTY ATTORNEY

BY _____
HUNTER L. MARTIN, III
ASSISTANT COUNTY ATTORNEY
1001 PRESTON, SUITE 634
HOUSTON, TEXAS 77002
(713) 755-6065
FAX NO. (713) 755-8848

ATTORNEYS FOR INTERVENOR
STATE OF TEXAS, COUNTY OF HARRIS

CERTIFICATE OF SERVICE

THE UNDERSIGNED CERTIFIES THAT A COPY OF THIS PLEADING HAS BEEN MAILED TO ALL PARTIES OF RECORD OR TO THEIR ATTORNEYS PURSUANT TO RULE 21A, T.R.C.P., ON THIS 27 DAY OF July, 1992.

BY _____
HUNTER L. MARTIN, III
ASSISTANT COUNTY ATTORNEY

** EXHIBIT "A" **

STATEMENT OF TAX DUE, AS SHOWN BY THE
DELINQUENT TAX RECORDS OF HARRIS COUNTY, TEXAS

037-079-000-0006

DAN JORDAN
4001 N SHEPHERD
HOUSTON TX 77018

INT. & PENALTY FOR JULY 31, 1992

LT 6
WESTOVER

DIST 00
HC

YR	STATE TAX	P&I	CO&CO.WIDE	P&I	CITY OF HO	P&I	JC.SCH.VLGE	P&I	TOTAL BY YR
77	1.94	3.07	35.70	56.58	92.11	145.99	.00	.00	335.39
78	3.22	4.91	60.86	92.81	92.11	140.47	.00	.00	394.38
79	3.22	4.72	60.86	89.16	92.11	134.94	.00	.00	385.01
80	.00	.00	64.08	90.03	92.40	129.82	.00	.00	376.33
81	.00	.00	65.16	89.92	92.40	127.51	.00	.00	374.99
82	.00	.00	65.63	82.69	205.92	259.46	.00	.00	613.70
83	.00	.00	67.80	77.29	205.92	300.85	.00	.00	651.86
84	.00	.00	297.57	303.52	308.19	407.73	.00	.00	1317.01
85	.00	.00	297.56	267.80	308.19	365.20	.00	.00	1238.75
86	.00	.00	297.56	232.10	329.98	345.48	.00	.00	1205.12
87	.00	.00	263.82	174.12	292.56	265.94	.00	.00	996.44

(CONTINUED ON NEXT PAGE)

** EXHIBIT "A" CONTINUED **

YR	STATE TAX	P&I	CO&CO.WIDE	P&I	CITY OF HO	P&I	JC.SCH.VLGE	P&I	TOTAL BY YR
88	.00	.00	272.10	146.93	347.76	268.12	.00	.00	1034.91
89	.00	.00	221.77	93.14	249.48	104.78	9.72	4.08	682.97
90	.00	.00	221.75	66.53	249.48	74.84	9.72	2.92	625.24
91	.00	.00	233.67	42.06	249.48	44.91	19.80	3.56	593.48
TOTAL	8.38	12.70	2525.89	1904.68	3208.09	3116.04	39.24	10.56	10825.58

CALDWELL & HURST
LAWYERS
6910 FANNIN STREET
HOUSTON, TEXAS 77030
(713) 797-0061
FAX (713) 797-6631

JOHN H. CALDWELL
ERNEST C. HURST

STEVE UNDERWOOD
DAVID B. HURST
ANN CHAFFIN

October 3, 1990

The Honorable Felix Salazar, Jr.
District Clerk of the
157th Judicial District
Civil Courts Bldg.
301 Fannin
Houston, TX 77002

RE: Case No. 81-57339; Dan Jordan, Receiver vs. Margaret Mattison, Independent Executrix of the Estate of Mary I. Kinney, Deceased, a/k/a Mary Gayle, and the Unknown Heirs of Mary I. Kinney, a/k/a Mary Gayle; In the 157th Judicial District Court of Harris County, Texas

---

Dear Mr. Salazar:

Please set the above-numbered and styled case on your non-jury trial docket, at your earliest convenience.

I certify that my pleadings in this case are in order; that the other counsel of record upon whom this request for setting is served has not withdrawn from the case; that all agreements to take depositions and to produce have been met; that all necessary Ad Litem appointments have been made; and that all matters preliminary to trial have been accomplished and the case is ready for trial.

A copy of this letter has been mailed to all counsel of record.

Thank you for your attention in this matter.

Sincerely,

CALDWELL & HURST

By Steve Underwood
Steve Underwood

SU:th
cc: Mr. Alfred J. Hernandez
Attorney at Law
3400 Irvington Blvd.
Houston, TX 77009
CM/RRR

bcc: Dan Jordan

Lot 6 Westover Addition.

Appointed Receiver pursuant to Rule 770 T.R.C.P. by written order of 127th District on May 10, 1979
Court — ~~#~~

Made application to sell it for $25,000 — 9/02/80 to Ross W. Fisk — Title not cured

Made application to sell it for 50,000 (special terms) to Nat King on 4/30/81 — 129th District Court — Title not clear
Decree #1,149,690 — 129th District Court

8/06/92

Yesterday I visited with Mike Driscoll, County Attorney. He asked his assistant to investigate the order that made me Receiver and, if necessary, prepare a ~~dismal~~ dismissal to get me out of this trap on the 1217 West Dow property.

His assistant, Hunter Martin III said he'd get on it & be in touch with me

Dan Jordan

Mike made a copy of #1,149,696 which refers to when I was appointed receiver (May 10, 1979) by the 127th Dist. Court.

DAN BOSWELL JORDAN
Real Estate/Appraisals/Investments

4001 N. Shepherd • Suite ~~116~~ 106
Houston, Texas 77018 - 5510

Texas Real Estate Commission
P.O. Box 4279
Austin, TX 78765

RETURN TO:

INDIVIDUAL BROKER LICENSE

02 0097969 06

INSTRUCTIONS - DO NOT FOLD
MUTILATE THIS CARD. Return it in
or larger envelope. Include one check
or money order in the exact amount

October 31, 1992 ACTIVE 472.00 24 10/31/94

THIS APPLICATION MAY NOT BE USED FOR CHANGE OF ADDRESS, CHANGE OF LICENSE STATUS OR CHANGE OF SPONSOR

****
*Renewal amount includes $400.00 fee i
*required by H.B. 11, 72nd Legislatur
*Called Session. None of this increa
*kept or used by TREC.
****

DAN BOSWELL JORDAN
4001 N SHEPHERD SUITE 106
HOUSTON, TX. 77018

Please furnish Social Security Number
260 18 8958

DETACH TOP PORTION AND RETURN WITH PAYMENT

DAN B. JORDAN
1530 HAWTHORNE ST. JA 9-0310 621305
HOUSTON, TX 77006

5880

RENEWAL UNTIL 10/31/94

8-06 1992

35-106/1130

PAY TO THE ORDER OF TEXAS REAL ESTATE COMMISSION $ 472.00

FOUR HUNDRED SEVENTY-TWO 00/100 DOLLARS

First Interstate Bank

FIRST INTERSTATE BANK OF TEXAS, N.A.
RIVER OAKS OFFICE
P.O. BOX 13116
HOUSTON, TX 77219-3116

FOR RENEWAL # 0097969

Dan B Jordan

⑆113001081⑆ 5880 ⑈113001880⑈

September 4, 1980

Mr. Ross W. Fisk
1707 Holman
Houston, Texas 77004

Re: 1217 West Drew
Houston, Texas

Dear Mr. Ross:

Here is Stewart Title Co. Check # 99-001794 in the amount of $500.00 which represents the Earnest Money you put up for purchase of subject property approximately one year ago. The check was made payable to me as Receiver in Cause # 1149696 10/25/77 - 129th District Court, Harris County, Texas. You will note that I heve endorsed said check to you, Ross W. Fisk, because Stewart felt they were unable to ~~px~~ guarantee title to you; so, through no fault of your own, the deal could not be finalized.

I also enclose a copy of the contract between you as Purchaser and myself as Seller, and which was placed in the hands of Louisville Title Insurance Co., 4507 San Jacinto, Houston, Texas this date. You will note that Louisville Title Co. has acknowledged receipt of same on the back. I put the $500 amount in the proper place, because I noticed that Ms. King failed to do so. Joe Pizzatola is the closer.

I also left all the curative matter with Louisville Title. Pizzatola's secretary (Mabel) is supposed to xerox what they need and return the rest to me.

I was told by Stewart Title that Walter Allen is the man at Louisville who can waive requirements.

If I can be of further help, please call me.

Very truly yours,

Dan B. Jordan

cc: Steve Underwood
6910 Fannin - Suite 301-A
Houston, Tx.77030

P.S. Lousville's file no. is 909653

We welcome and appreciate the opportunity to accomodate your mortgage needs.
THANK YOU

(713) 626-8500 2400 Augusta Drive Houston, Texas 77001
HOUSTON • DALLAS • TULSA

APPROVED
FHA MORTGAGEE

DAN BOSWELL JORDAN
Real Estate/Appraisals/Investments

4001 N. Shepherd • Suite 106
Houston, Texas 77018 - 5510

Texas Real Estate Commission
P.O. Box 4279
Austin, TX 78765

September 4, 1980

Mr. Ross W. Fisk
1707 Holman
Houston, Texas 77004

Re: 1217 West Drew
Houston, Texas

Dear Mr. Ross:

Here is Stewart Title Co. Check # 99-001794 in the amount of $500.00 which represents the Earnest Money you put up for the purchase of subject property approximately one year ago. The check was made payable to me as Receiver in Cause # 114996 10/25/77 - 129th District Court, Harris County, Texas. You will note that I have endorsed said check to you, Ross W. Fisk, because Stewart felt they were unable to [illegible] title to you, through no fault of your own, the deal could not be finalized.

****

*Renewal amount includes $400.00 fe
I also enclose a copy of the contract between you as purchaser and myself as seller, and which was placed in the hands of Louisville Title Insurance Co., 4507 San Jacinto, Houston, Texas 77018. You will note that Louisville Title Co. has this date, [illegible] acknowledged receipt of same on the back. I put the $500.00 amount in the proper place, because I noticed that Mr. Joe Pizzetola is the closer.

Please furnish [illegible] Numb
260 18 8958

I also left all the curative matter with Louisville Title. Pizzetola's secretary (Mabel) is supposed to xerox what they need and return the rest to me.

I was told by Stewart Title that [illegible] the [illegible] Louisville who can make requirements.

If I can be of further help, please call me.

Very truly yours,

Dan B. Jordan

cc: Steve Underwood
6910 Fannin - Suite 301-A
Houston, TX. 77030

P.S. Louisville's file no. is 909653

DETACH TOP PORTION AND RETURN WITH PAYMENT

DAN B. JORDAN
1330 HAWTHORNE ST. 45-R-0310 623808
HOUSTON, TX 77002

5888
8-06-92
35-406/1130

Renewal

PAY TO THE ORDER OF TEXAS REAL ESTATE COMMISSION $ 472.00

FOUR HUNDRED SEVENTY-TWO AND 00/100 DOLLARS

First Interstate Bank
FIRST INTERSTATE BANK OF TEXAS, N.A.
MAIN OAKS OFFICE
P.O. BOX 13118
HOUSTON, TX 77219-3118

FOR Renewal # 0097969

Dan B. Jordan

FIRST CONTINENTAL MORTGAGE CO.

August 27, 1980

REFERENCED: MORTGAGE RATES

CONVENTIONAL LOANS

SINGLE FAMILY DETACHED HOMES

LOAN%	RATE	TOTAL POINTS	MINIMUM LOAN	MAXIMUM LOAN
95%	13 1/8 + 1/4	3	$30,000	$75,000
	12 3/4 + 1/4	5	$30,000	$75,000
90%	13 1/8 + 1/4	2½	$30,000	$93,750
	12 3/4 + 1/4	4½	$30,000	$93,750
80%	13 1/8	2	$30,000	$93,750
	12 3/4	4	$30,000	$93,750

FHA/VA LOANS

FHA 203B/VA LOANS 12%		FHA 245 LOANS 12½	
OVER $40,000	OPEN QUOTE	OVER $40,000	OPEN QUOTE
BELOW $40,000	OPEN QUOTE	BELOW $40,000	OPEN QUOTE

Please call regarding our FHA loans to $67,500., and VA loans to $125,000. These rates are subject to change without notice. We are approved as a delegated underwriter with FNMA and the Veterans Administration. Our FHA and VA application fee is $97. Conventional application fee is $150. We do TABLE FUND, please call for details.

OFFICE: 626-3870

CLIFTON CRABTREE	WANDA CRAYTON	DON DANIEL
463-0668	776-0920	980-4032
Home Phone	Home Phone	Home Phone

We welcome and appreciate the opportunity to accomodate your mortgage needs.

THANK YOU

MORTGAGE BANKERS ASSOCIATION OF AMERICA MBA

(713) 626-3870 □ 2223 WEST LOOP SOUTH □ P. O. BOX 1529 □ HOUSTON, TEXAS 77001
HOUSTON • DALLAS • TULSA

APPROVED
FHA MORTGAGEE

Pick up. take -
board Scaird -
Jace

EARNEST MONEY CONTRACT

THE STATE OF TEXAS
COUNTY OF HARRIS } BY THIS AGREEMENT:

Dan Jordan, Receiver
(hereinafter called Seller) represented by the undersigned Agent, hereby agrees to sell and convey by General Warranty Deed unto Nathaniel King, et ux , 1315 Ashland, Houston, Tx. 77008
(hereinafter called Purchaser) and Purchaser agrees to buy upon the terms and conditions herein contained, the following described property with all improvements thereon:

Lot Six (6) of Westover Addition in Harris County, Texas according to the map or plat thereof recorded in Volume 2, Page 70, of the Map Records of Harris County, Texas

The consideration for the sale and conveyance of said property is $ 50,000.00 payable as follows:

$ 5,000.00 cash to be paid by Purchaser contemporaneously with the conveyance of said property by Seller to Purchaser; and

Seller to carry a mortgage for two (2) years in the amount of $45,000.00 at 10% interest. Payment of interest only to be made each and every six (6) months. No payment of principal shall be made during the two year period, unless Purchaser so elects, However the entire balance of the principal shall be due and payable two years from the date of close.

It is understood that final approval of this contract rests in the 129th District Court of Harris County, Texas.

It is further agreed that, within 30 days after closing, Seller will have a licensed termite company to treat the foundations for termites at a cost not to exceed Six Hundred Fifty and No/100 Dollars ($650.00) at Seller's expense.

Said notes or notes (if any) to contain usual default and attorney's fee clauses and to be secured by vendor's lien, superior title and usual Deed of Trust lien on said property.

In consideration of which, and within five (5) days from the date title to the above property is shown in Seller as hereinafter provided, Seller agrees to execute and deliver General Warranty Deed to Purchaser conveying said property free and clear of all encumbrances except those named herein, at which time Purchaser agrees to pay said consideration in the manner above provided.

At closing Seller agrees to furnish a complete owner's title policy from **STATEWIDE TITLE CO.**

If said title company's attorney makes objections to said title, then Seller shall have a reasonable time not to exceed thirty (30) days from the date such objections are made known to Seller in writing, in which to cure such objections as will show good title in Seller but Seller shall be under no obligation to cure said defects. In the event of failure to furnish good title, the Earnest Money hereinafter mentioned and hereby receipted for is to be returned to Purchaser upon the cancellation and return of this Contract; or Purchaser may waive stated objections, if any, and enforce specific performance of same, and the owner's title policy in such case may make exception to any such objections.

Any usual use restrictions, easements, reservations or zoning ordinances, to which the above property may be subject and which may be common to the addition or subdivision of which this property is a part, shall not be an objection to the title to said property, unless otherwise specified herein.

As earnest money Purchaser has this day placed the sum of $1,000.00 together with a copy of this agreement in escrow with Statewide Title Co., Houston, Texas. Should the terms of this agreement be carried out within the time specified, and said sum be applied to the cash consideration for the conveyance of the above property in accordance with the terms hereof, but should Purchaser fail to consummate this agreement within the time specified herein, for any reason except title defects as would show title in Seller not to be good, Seller shall have the right to said sum as liquidated damages and shall pay to undersigned Agent therefrom one-half of said cash deposit, not exceeding, however, the commission agreed to be paid by Seller to Agent as hereinafter provided; or Seller may enforce specific performance of this contract. All parties hereto agree that Seller's actual damages, in event of default by Purchaser, would be very difficult of definite ascertainment because of the uncertainties of the real estate market and fluctuating property values between the time of contract and date of breach, and differences of opinion with reference to such matters; and the parties have thus agreed upon the liquidated damages as provided herein.

Seller agrees to pay to Dan B. Jordan, Agent, a commission of $3,000 for the sale of the above property.

Unless otherwise specified herein possession of said property shall be delivered to Purchaser immediately after the consummation of this transaction.

Seller shall furnish proper evidence of payment of all taxes to and including the preceding year and taxes for the current year, and current rents, insurance and interest (if any) are to be prorated to date of closing.

Executed in quadruplicate this 30 day of April, 1981.

This contract subject to acceptance by Seller evidenced by Seller's signature hereto.

Dan B Jordan
Seller.

Seller.

By: _____
Agent for Seller.

Nathaniel King 4-30-81
Purchaser.

Purchaser.

NOTICE TO THE PURCHASER

Texas real estate license act requires agent to advise purchaser that he should have an attorney examine an abstract of title to property being purchased; or a title insurance policy should be obtained. Notice to that effect is, therefore, hereby given purchaser.

4/27/81 $50,000

5000.00 DOWN

45,000 MORTGAGE

Sit for 2 years

Interest only **

Int. only 10% during 2 years

Nat King

(869-8472.)

STATEWIDE TITLE
3401 Louisiana
526-0040

NATHANIEL KING et UX.
1315 ASHLAND ST.
HOUSTON, TX 77008

Radio Screen + TV

1217 W Drew

Front porch = 20 X 7½		= 150
Dining room	14' X 14'8	= 205.38
Living room	14 X 16	224.00
Bathroom	5'6 X 11	60.50
Kitchen	14 X 11'6 + (3'6 X 3'6)	173.25
Lower Bedroom	13'9 X 11	151.25
Closet to ↑	4'3 X 5	21.25
Hallway	4'4 X 14'4	62.05
Back upper Bedroom	16' X 9'6	152.00
Upper hall	7'3 X 3'10	27.77
Upper bathroom	7' X 10'6	73.50
Master Bedroom	13' X 16'	208.00
Closet	5' X 6'	18.00
~~Linen~~ Closet	7'3 X 4'	29.00
Linen Closet	2' X 3½	7.00
		1412.95
Front porch 20 X 7½		150.00
		1562.95

$42,500 ÷ 1562.95 = $27.19 / per sq ft.

32,500 ÷ 1526.95 = 21.28 /

Lot 6 Westover addition

Vol 2 page 70 Map Records.

Nine people —

Deed out Jerry Jones to

1217 Drew. Steve Underwood
$32,500 - Earnest Money
797-0062
4/24/79 - 2:15 PM. Steve Underwood
is to get the Judge to issue an
order giving me the right to sell
the Drew Property for $32,500.00
*In the event Dan Gavito, myself
or anyone I personally have
connections with wants to buy
it, full disclosure of all
facts will be given to the Judge
before any close is made -
so that subterfuge can be prevented.
(I suggested *above).

P.S. The Court has ordered the property
sold - At one time (2 yrs ago)
some one put up $3500 with Stewart
Title as Earnest money - They had to
default because of loan problems -

Data Recording Services, Inc.

Marceil Malak, EA
5525 Airline Drive

(713) 694-8366
Houston, Tx. 77076

Accredited in Accountancy and Federal Taxation by the Accreditation Council for Accountancy

Hunter H. MARTIN III

TO: ~~Caldwell & Hurst~~

ATTN: Hunter L. Martin, III

PHONE NO: _____ FROM: Don B. Jordan
Fax 691-4084

THIS TRANSMISSION CONSISTS OF THIS COVER SHEET PLUS 1 PAGES.

IF YOU DO NOT RECEIVE ALL THE PAGES OR HAVE ANY QUESTIONS, PLEASE CALL BACK AS SOON AS POSSIBLE.
(713) 694-8366

FAX NO. (713) 691-4084

COMMENTS:

From Don B. Jordan

Re: 1217 West Drew

7/31/92 - Hunter L. Martin III suggested that I call

Call Law

Heard, Coggan,

655-9191

and

Talk to: Beverly Cowans

Data Recording Services, Inc.

Marceil Malak, EA
5525 Airline Drive

(713) 694-8366
Houston, Tx. 77076

Accredited in Accountancy and Federal Taxation by the Accreditation Council for Accountancy

Hunter L. Martin III

TO: ~~Caldwell & Hurst~~

ATTN: Hunter L. Martin, III

PHONE NO: _____ FROM: Don B. Jordan
Fax 691-4084

THIS TRANSMISSION CONSISTS OF THIS COVER SHEET PLUS 1 PAGES.

IF YOU DO NOT RECEIVE ALL THE PAGES OR HAVE ANY QUESTIONS, PLEASE CALL BACK AS SOON AS POSSIBLE. (713) 694-8366

FAX NO. (713) 691-4084

COMMENTS:

From Don B. Jordan

Re: 1217 West Drew

Stanley Steamer, LLC
Carpet Cleaning
Water Damage Restoration
Commercial & Residential Janitorial Services
Carpet & Upholstery Cleaning

TO: _____

ATTN: _____

PHONE NO: _____ FROM: _____

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COMMENTS: _____

7/30/92
8:30 A.M.
Talked to HUNTER L MARTIN III
(755-6065) - Gave him Steve
Underwood's phone No. also
Alton Rogers's phone No. Gave
him the Cause No(?) that
appointed me as receiver of
this property on West Drew -
in 1977(?)

Dan B Jordan

POST-kwik® PK100R-3

REPLY MESSAGE

FORM NO. PK100R-3
AVAILABLE FROM
BUSINESS ENVELOPE MANUFACTURERS, INC.
PEARL RIVER, N.Y. • BRONX, N.Y. • CLINTON, TENN.
MELROSE PARK, ILL. • ANAHEIM, CALIF.

TO Memo —

~~ANTWERP ORIGINALS · GEMS, INC.~~
~~5200 MITCHELLDALE · SUITE 8D ROOM~~ 4
HOUSTON, TEXAS 77092
~~PHONE 713 · 681-9659~~

SUBJECT: 1217 W. Drew

DATE: 7/30/84

FOLD

Signed release of Earnest Money (1000.00) from American Title Co — To Nat King —

PLEASE REPLY TO ▶ SIGNED: Dan Jordan

DATE: SIGNED:

DETACH YELLOW COPY — SEND WHITE AND PINK COPIES WITH CARBONS INTACT

745294-A

FORM NO. PK100R-3
AVAILABLE FROM BUSINESS ENVELOPE MANUFACTURERS, INC. • PEARL RIVER, N.Y. • BRONX, N.Y. • CLINTON, TENN. • MELROSE PARK, ILL. • ANAHEIM, CALIF.
PRINTED IN U.S.A.

THIS COPY FOR PERSON ADDRESSED

Westheimer Tree Experts
782-5242
1509 Hawthorne St.

Mike

$200.00

4/06/84 10:30 AM.
I called + told Steve's Sec. To
have Steve call this guy
Cris Kaitsen
957-4177.
C.K. is representing
nat. King on the
Steve Underwood
1217 W. Drew Prop-
Call
but I don't think C.K. has any
idea of the Problems — DBG.

Debbie Bass — 9:30

Valerie Clay 342 4805

Dely top atty

for H.I.S.D.

atty Roger family

who is

1/16/87 - Valerie Clay with atty's says

Delinquent for 10yr (HISD) - Doesn't know

what action will be taken - but will

send me, a receiver, copy of whatever

atty's for HISD decide to do

P.S. She also has talked to Steve Underwood.

Kings Co., L. I., N. Y.

Rutgers

VAN BLARKEN, JOHANNES JANSEN, m. June 11, 1693, at Fl^{h}, *Mattye Symonsen* of Br^{n}.

VAN BLYDENSTEIN, WILLEM PIETERSZ, of Fl^{h}, m. Mar. 20, 1684, *Styntje Hendricks.* Removed to Hempstead.
Harmen Pietersz, m. July 20, 1682, Cornelia Cornelise Van Oosten of Fl^{h}.

VAN BOERUM, see Boerum.

VAN BORCUM, EVERT DUYCKINGH, see Duycking.

VAN BORSUM, BORSSUM, or BOSSUM, CORNELIS, of Amsterdam (brother of Egbert), m. Sept. 1, 1668, in N. Y., *Sara Roelofs* wid. of Hans Kierstede, residing at Br^{n} ferry at the date of his m.; (sup.) he also m. *Geertje Gysbertse.* Allotted Aug. 6, 1668, a meadow-lot on the Fl^{h} meadows at Canarisie, as per Fl^{h} town rec. July 5, 1654, he and Poulus Richard bought a farm in Fl^{h} of Machtelt Megapolensis, as per p. 28 of Lib. A of Fl^{h} rec. A Saartie or Sara Van Borsum was a celebrated Indian interpreter.
Egbert from Amsterdam (brother of Cornelis), skipper of the ship Prince William in 1664, m. Anneken Hendricks; obtained July 15, 1654, a patent for 2 lots at Br^{n} ferry; and Mar. 12, 1666, a patent for a lot at the ferry. Leased the ferry June 1, 1654, and in 1657 was assessed among the residents of Br^{n} located at the ferry 10 gl. towards the salary of Do. Polhemius. Prior to 1660 he was a mem. of the R. D. ch. of N. A., and in 1664 took the oath of allegiance to the English in N. Y. In 1670 he appears to have resided in Fld^{s}. Issue:—(sup.) Hermanus, bp. Sept. 7, 1640; Cornelis, bp. Oct. 5, 1642; Hendrick, bp. Apl. 26, 1648; Tymon, bp. Sept. 17, 1651; Janneken, bp. Nov. 23, 1653; and Annetje, bp. Apl. 30, 1656—all bp. in N. A. Made his mark to documents in 1639.

VAN BOSCH, JAN WOUTERSE, emigrated in 1659; probably from Bosch—Capelle in Zeeland, and took the oath of allegiance in Fl^{h} in 1687, where he appears to have resided.

VAN BREUCKELEN, MARTIN JANSEN, or from Br^{n}, was a mag. of Amersfoort or Fld^{s} in 1656, '57, and '58.

VAN BREVOORT, see Brevort.

VAN BRUNT, ADRIAEN (s. of Cor^{s} Rutgersz), m. *Jannetje*

Rotate

Hendricks and resided in N. U. Issue:—Jannetje, b. Oct. 3, 1726, m. her cousin Albert Van Brunt; and Cornelius, living and an adult in 1650, but no further trace. Signed his name "*Adriaen Van Brunt.*"

Cornelis Rutgersz of N. U., farmer; m. Nov. 23, 1685, Tryntje dau. of Adriaen Willemse Bennet; d. about 1748. Apl. 18, 1718, for £365 he bought of James Hubbard of Monmouth Co., N. J., the Pennoyer patent in G[d]. From 1698 to 1717 he was a mem. of the N. Y. Colonial Assembly. He was a large landholder in N. U., assessed for 144 A. in 1706, residing in the village in a house he bought in 1714 of Johannes Swart, taking the oath of allegiance there in 1687. This house is probably the one lately sold by the heirs of Rutgert A. Van Brunt to T. G. Bergen, and is yet in good condition. Issue:—Rutgert of N. U.; Nicholas of N. J.; William; Adriaen of N. U.; Angenietje, bp. June 30, 1689; Maria or Marrytie, bp. Dec. 10, 1694, m. James Spencer of N. Y.; Tryntje, m. 1st Jacob Van Dyck of S. I., m. 2[d] Louis Dubois of S. I.; Gretien or Margaret, m. Thomas Pollock of N. U.; and Neeltie, m. Derick Pieters or Pietersen. Signed his name "*Cornelis Van Brunt.*"

Joost Rutgersz of N. U., farmer; m. 1st —— ——, who was buried in Fld[s] about 1686; m. 2[d], Apl. 16, 1687, Altie dau. of Steven Coerte Van Voorhees; d. about 1746. Held the office of supervisor nearly if not all the time from 1703 to 1743 inclusive, except in 1721, in which year Peter Cortelyou was elected. Also that of ensign, capt., lieut.-col., and col. of militia. He was a large landholder, assessed for 120 A. in 1706, and took the oath of allegiance in 1687 as a native. Issue:—Rutgert; and (sup.) Altie, m. Joseph Ditmars of Fl[h]. Signed his name "*Joost Rutgerse Van Brunt.*"

Nicholas Rutgersz, farmer, of N. U., m. Aug. 19, 1683, Helena dau. of Jacques Cortelyou of N. U.; d. about 1684, his father surviving him. Helena his w. m. 2[d] Deonyse Teunisse (Denyse), and m. 3[d] Hendrick Hendricksen. Issue:—Nicholas or Claes, bp. Aug. 31, 1684.

Nicholas or *Claes* (s. of Nicholas Rutgersz of N. U.), bp. Aug. 31, 1684; m. Maria or Mayken dau. of Roeloffe Janse Verkerk; d. about Mar. 1713-14. His w. after his death m. 2[d] Samuel Gronendyck. Was assessed in 1706 for 80 A. Will da. Feb. 18, 1713-14, and pro. Mar. 22, 1713-14; rec. on p. 264 of Lib. 8, N. Y. surr. off. Issue:—Nicholas, (sup.) d. young; Roelof; and Jaques, (sup.) d. young. Signed his name "*Nicholas Van Brunt.*"

Nicholas (s. of Cornelis Rutgersz), m. Geesje, Geertje or Geassey (sup.) dau. of Hendrick Hendrickse of the Narrows, N. U., by his first w. He removed to Monmouth Co.,

N. J., as early as 1731, for in that year he and Geertje Hendricksen his w. were members of the Freehold R. D. ch., as per p. 86 of the Marlboro Brick Ch. Memorial. He finally settled on a tract of 600 A. at Tinton Falls near Red Bank, N. J., which he bought of Robert Hunter Morris by conveyances of May 1, 1750, and May 21, 1752, for £2770. Will da. Apl. 12, 1760; pro. Feb. 1, 1782; rec. p. 101, Lib. 24, off. of Sec. of State N. J. Issue:—Hendrick, m. Nelly or Neeltje Schenck; Nicholas; Cornelius, m. (sup.) Ellen ——; Catharine; Jannetje; Anne, m. Cornelius Wynantze; Engeltie, bp. Apl. 28, 1732, at Freehold; Agnes or Angenietje, bp. Feb. 9, 1734-5, at Freehold, m. Albert Schenck of Monmouth Co.; and Geesie, bp. Oct. 23, 1737, at Freehold. Signed his name "*Nicolaes Van Brunt.*"

Rutger Joesten, the common ancestor of the family, emigrated from the Netherlands in 1653, and was one of the first settlers in N. U. in 1657. He m. 1st Tryntje Claes or Claesen wid. of Stoffel Harmensen; m. 2d Gretien ——; d. prior to 1713 intestate, leaving his grandson Nicholas, s. of Nicholas Rutgersz, his heir at law. Was a mag. of N. U. in 1661, from 1678 to '81, and in 1685; on Dongan's patent of 1686; took the oath of allegiance in 1687; and was assessed in 1693 for 100 A. of land. Jan. 18, 1662, he obtained a patent for a double lot of 48 morgens in N. U.; also was allotted two half-lots by the "fontein" (Yellow Hoek or Bay Ridge) numbered 11 and 12, "stretching on the one side of the lot of Arie Willemse (Bennet), on the other of that of Luykes Mayers," which premises are at present (1880) owned and occupied by Rulaf and Daniel Van Brunt, his descendants. He also owned other large plots in N. U. Mar. 29, 1674, Rutger Joesten bought at public auction of Nicholas Bayard, curator or trustee of Nicasius De Sille, and Tryntje Croegers his w., De Sille's house and grounds in the village (the old stone house with a tile roof east of the church, torn down in 1850 by Barent Wyckoff, its last occupant), with other premises. Issue:—Nicholas Rutgersz; Cornelis Rutgersz; and Joost Rutgersz. Signed his name "*Rutger Joesten.*"

Rutgert (s. of Cornelis Rutgersz) of N. U., farmer, m. Nov. 3, 1714, Elizabeth dau. of Albert Coerten Van Voorhies of Fld^s; d. Apl. 7, 1760. Was deacon in the R. D. ch. of N. U. from 1717 to 1723, and elder from 1726 to 1729; in 1722 capt. and in 1740 col. of militia. In addition to large tracts in N. U. he owned the Pennoyer patent in G^d, being assessed in 1716 for 104 A. and in 1734-5 for 303 A. in N. U. Will da. Apl. 4, 1760; pro. May 9, 1760; rec. p. 67, Lib. 22, N. Y. surr. off. He devised to his s. Wilhelmus the

De Sille house with a farm adjoining it and about 90 A. on the E. side of the road leading from the village of N. U. to Nyack (Fort Hamilton); to his s. Rutgert the Pennoyer patent in G[d]; and to his s. Adriaen 120 A. extending from the main road in the village to the bay, including the present Bath House property, all subject to legacies to his other children. Issue:—Cornelis of N. U., b. Mar. 6, 1716, m. Helletje or Magdalena Finton; Sartie or Sarah, b. May 4, 1718, m. Aris or Jeremiah Vanderbilt; Albert of N. U., b. Nov. 14, 1720, m. Jannetje Van Brunt; Wilhelmus or William of N. U., b. July 26, 1723, m. Jannetje Van Voorhees; Catryntje, b. Feb. 14, 1726, d. young; Rutgert, b. Sept. 13, 1728, d. in 1732; Joost or George of N. U., b. Mar. 4, 1731, m. 1st Lydia Griggs, m. 2[d] Elizabeth Duryea; Rutgert of G[d], b. Jan. 16,1733, m. Altie Cortelyou; Adrian of N. U., b. Nov. 5, 1735, m. Engeltie Rapalje; Catryntje, b. Jan. 29, 1738, m. Daniel Hendricksen of Middletown, N. J.; and Elizabeth, b. Nov. 28, 1740, m. Hendrick Jansen of Middletown, N. J. Signed his name "*Rutgert Van Brunt.*"

Rutgert (s. of Joost Rutgersz), commonly known as "Ryke Bood," or rich brother, m. Jannetje dau. of Jan Janz Van Dyck of N. U.; d. July 5, 1758. Suppose he resided on his N. U. Lane farm. From 1744 to '59 was supervisor of N. U., and also held the office of ensign and capt. of militia. Was a large landholder, and conveyed May 1, 1752, to Joris Lott, his son-in-law, for £2200 a tract of about 246 A. in N. U., comprising what was lately the farms of John and Leffert Lefferts. Will da. July 17, 1752; pro. Aug. 3, 1758; and rec. p. 71, Lib. 21, N. Y. surr. off. Issue:—John, m. Sarah Bergen, d. about 1751, prior to the death of his father; Altie, b. Apl. 22, 1712, m. Dec. 22, 1733, Nicholas Stillwell of G[d]; Teuntje, m. Denyse Denyse of the Narrows; Tryntje, m. John Rapalje of Br[n]; and Maria, m. Joris Lott. Signed his name "*Rutgert Van Brunt.*"

William (s. of Cornelis Rutgersz). No further trace than the name, and from an entry in the church books of a grave of a s. of Cornelis Rutgersz in 1732 he probably d. in that year.

Van Bursum, Harmanus, m. July 30, 1769, *Wybrecht Hendricks*, and had a dau. Femmetje bp. Mar. 20, 1681, at Br[n].

Van Campen, Gerret Jansen, bought Dec. 27, 1668, of Peter Jansen Schol a house and lot in Fl[h], as per p. 27 of Lib. C of Fl[h] rec. Made his mark to documents.

Van Cassant, Isaac, emigrated in 1652, and took the oath of allegiance in Fl[h] in 1687.

Rutgers

$2 PER ANNUM.

Vol. XVII. No. 2.

THE NEW YORK GENEALOGICAL AND BIOGRAPHICAL RECORD.

DEVOTED TO THE INTERESTS OF AMERICAN Genealogy and Biography.

ISSUED QUARTERLY.

April, 1886.

PUBLISHED BY THE SOCIETY,
MOTT MEMORIAL HALL, No. 64 Madison Avenue,
NEW YORK CITY.

elements in motion that are fast revolutionizing the character and business of mankind. Of such were Washington and his associates, who achieved the liberty which still lives and marches on in triumph and glory through the earth. Of such was Lincoln, who, heaven-inspired, engraved on the pillars of our constitution eternal freedom for the slave. Of such was Grant, who conquered the rebellion and brought again peace and union to our States. . . . Of such was Franklin, whose miraculous hand drew from the clouds the spark which now electrifies the globe. Of such was Morse, who taught the mystic wires to speak with tongues of fire all the languages of the earth. Of such was Fulton, who woke the spirit of the waters, and gave a new impetus to the commerce of the world. And last, not least, of such were those messengers of mercy who brought a sovereign balm to blot from the memory conscious suffering in the human frame. These and others of immortal fame have trod the paths of human glory, and stand out like golden stars in the constellation of American genius to light the road to honor, virtue, and renown."

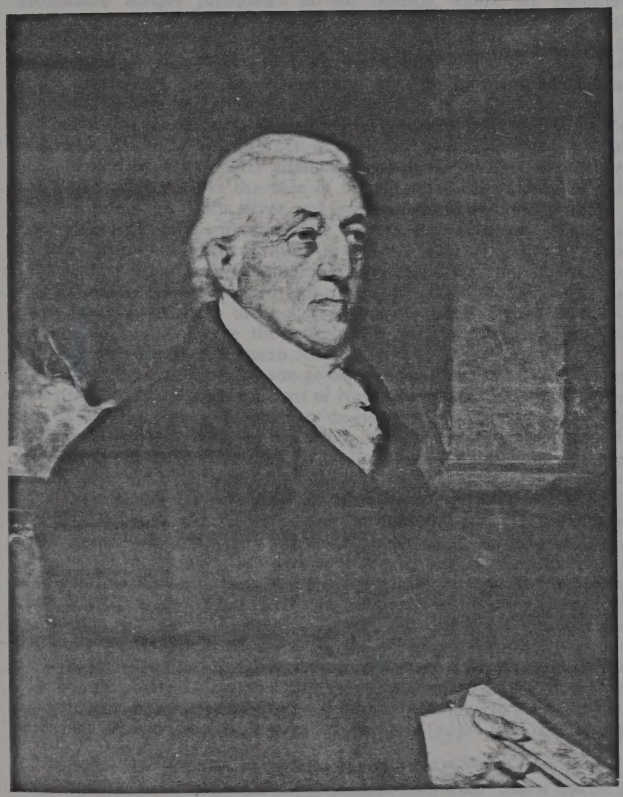
THE RUTGERS FAMILY OF NEW YORK.

By Ernest H. Crosby.

(*With Portrait of Colonel Rutgers.*)

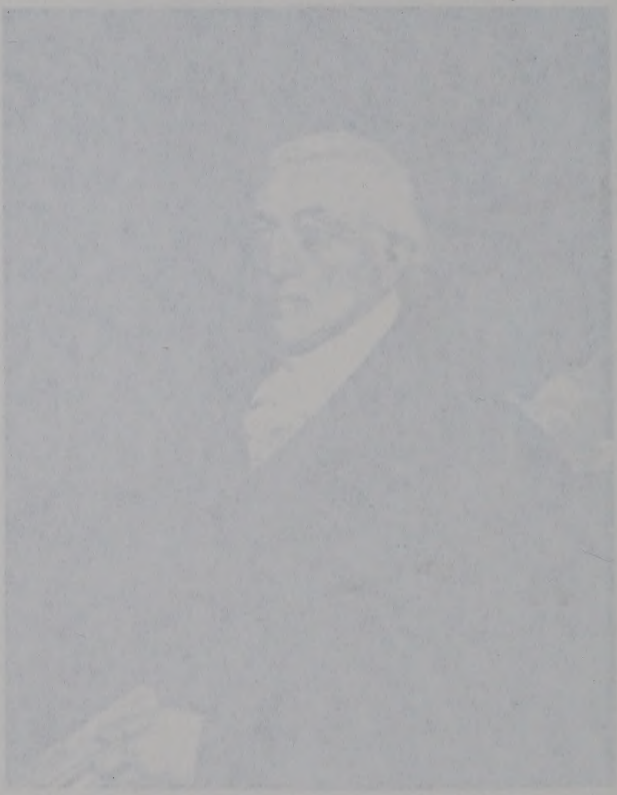
Among the colonists who, on October 1st, 1636, embarked at Texel, on the yacht Rensselaerswyck, Jan Tiebkins, skipper, was Rutger Jacobsen Van Schoenderwoerdt. The vessel was bound for Fort Orange in the service of the first Patroon. Rutger, as his last name indicates, came from Schoenderwoerdt, a pretty Dutch village, two miles north of Leerdam and four miles from Vianen, where Van Rensselaer had a country seat.* Fort Orange at this time gave little promise of the future city of Albany. Its site had been a trading-post as early as 1614. The fort had been built seven or eight years later. In 1646, however, it had only ten thatched cottages, and, indeed, there were not over three thousand Europeans in all New Netherland. In this primitive settlement Rutger became a man of considerable repute and wealth. In June, 1646, he married Tryntje (Catharine) Jansse Van Breesteede, in New Amsterdam. After three years of married life he went into partnership with Goosen Gerritse Van Schaick and rented the Patroon's brewery for 450 guilders a year, and one guilder additional for every tun of beer brewed. In the first year this amounted to 330 guilders, and in the second they used fifteen hundred schepels of malt. In 1654 Rutger bought Jan Jans Van Noorstrant's brew-house, which stood on what is now Beaver Street in Albany, nearly opposite the present Middle Dutch Church. But he was not only a brewer. We find him also engaged in shipping beaver-skins.† He owned a sloop on the river, which he sometimes commanded himself, but at other times he employed Abraham de Truwe as master. He frequently bought and sold building lots in the village and farming land in the neigh-

* Vide wood-cut of Schoenderwoerdt in Riker's History of Harlem, 108.
† Munsell's Collections on the History of Albany, iii., 207, 208.



Henry Rutgers.

ARTOTYPE E. BIERSTADT N. Y



borhood. In 1661 he owned a share in Mohicander's Island. While Rutger was thus becoming a rich man, he was held in honor by his fellow-townsmen. He was a magistrate in 1655, and probably held the office until his death. He took part in the proceedings of a peace commission, which was appointed to treat with the Indians. He is known as "the Honorable Rutger Jacobsen" in the records, where his signature frequently recurs. When the new church was built, in 1656, he was selected to lay the corner-stone, which he did on June 2d in that year. This church replaced the old one built in 1643, which, being only thirty-four feet long and nineteen feet wide, and containing only nine benches, had become inadequate.* The new church occupied the middle of the road at the corner of Yonker and Handelaars—now State and Market—Streets. Rutger's coat-of-arms is said to be in existence, but it is not very clear where he obtained it. He died in 1665. His administrators were Ryckert Van Rensselaer and Jan Van Bael. At the sale of his personal effects they brought 983 guilders 10 stivers. His silver and jewellery alone were sold for 512 guilders 14 stivers.† His wife and three children survived him. The widow is said to have died in 1711, after marrying Hendrick Janse Roseboom in 1695. One of Rutger's daughters, Margaret, married Jan Jansen Bleecker in 1667, and became the ancestor of the Bleecker family. Her husband was Mayor of Albany in 1700. Engeltje, another daughter of Rutger, appears to have become the wife of Melgert Abrahamse Van Deusen. Rutger's only son was Harman Rutgers.‡

The first mention of this son to be found in the records describes him as a private in the Burgher Corps of New Amsterdam, in 1653.§ He married Catarina, daughter of Anthony de Hooges, Secretary of the "Colonie" of Rensselaerswyck, after whom the mountain "Anthony's Nose" in the Hudson Highlands was named.‖ Harman was a brewer, as his father was before him. He inherited the Van Noorstrant brew-house. In March, 1675, he bought a brewery on the eastern half of the present Exchange Block in Albany, and sold it two months later.¶ The Dutch Church, of which he and his wife were members,** called upon him to supply the beer for funerals.†† As the mourners could not speak English, the beer fortunately did not furnish them on these occasions with an ill-timed pun. In 1678, the Collector of Excise charged Harman with selling beer to the Indians unlawfully, but the complaint was dismissed, and he continued to prosper. He bought two houses and lots in Albany in 1683.‡‡ About the year 1693 the Indians had become so troublesome in the neighborhood of Albany, destroying Harman's barley crops, and making military service against them necessary, that he was forced to remove to New York, taking with him his two sons, Anthony and Harman (2d). On May 2, 1693, he

* Pearson's Contributions for the Genealogies of the First Settlers of Albany County, from 1630 to 1800, 11.

† Munsell's Collections, iii., 83–85.

‡ At about this time the Dutch settlers adopted permanent family names. Some of them took a patronymic, as in the case of Harman *Rutgers*, which is equivalent to *Rutgerson*, and others derived their surnames from their native towns in Holland. Thus, the descendants of Rutger Jacobsen's brother, Teunis, who came to New Netherland in 1640, kept the name Van Schoenderwoerdt, which has been shortened to Van Woert (see preface, Pearson's Albany First Settlers). For reference to Rutger Jacobsen and his family, see Munsell's Albany Collections, index; O'Callaghan's History of New Netherland, i., 436, 437; ii., 587, 591; Pearson's Albany First Settlers, 93, 94; Riker's History of Harlem, 101, 107, 108, note.

§ O'Callaghan's History, ii., 569. It is evident that Harman was not the son of Tryntje Van Breesteede, whom Rutger married in 1646. He may have been the son of a former wife, although Rutger is not described as a widower in the marriage record of the Dutch Church, as was usually done in such cases. Professor Pearson is authority for the statement that Harman was the son of Rutger Jacobsen (Albany First Settlers, 93, 94).

‖ Benson's Memoir on Names, 52.

¶ Munsell's Coll., iii., 111, 112, 114.

** Munsell, i., 97.

†† Munsell's Coll., i., 28, 50.

‡‡ Liber 3 of Deeds, p. 17, Albany County Clerk's Office.

bought the dwelling-house and brewery of Isaac de Forest (who had sailed from Texel with Rutger Jacobsen and died in 1672) from his heirs. They were on the north side of Stone Street, near Whitehall Street, in New York.* The well used for the brewery is said to be still visible.

On New Year's Day, 1694, Elsie, the daughter of Harman (1st), was married to David Davidse Schuyler, at one time Mayor of Albany. After his death she married the Rev. Peter Vas, of Kingston, Ulster County, whom she probably met at Albany, where he was an occasional "supply."†

Harman's (1st) elder son, Anthony, married Hendrickje Vandewater, of New York, on December 30, 1694, and went to housekeeping in the Dock Ward, east of Broad Street. He was a brewer, and for some years appears to have been a baker as well. In 1699 he was admitted as a freeman in New York.

The younger, Harman (2d), remained with his father, became a brewer, and was admitted as a freeman in 1696.

In a census of New York, taken about the year 1703, the family of Harman Rutgers (1st) is represented as consisting of two males between sixteen and sixty years of age, one female, one female child, and two male negroes. The first three were evidently the elder Harman (1st), his wife, and his son Harman (2d). Anthony's household in the Dock Ward was composed of himself, his wife, two sons, and one negro woman. Harman Rutgers (1st) died in 1711, "being very ancient and weak in body," as he describes himself in his will.‡ He left his entire estate to his widow Catharine for life, and directed it to be divided after her death among his three children by his "well-beloved friends," Nicholas Roosevelt, Johannes Korfbyd, and Jacobus Goelet.

We will follow first the fortunes of Anthony Rutgers, the son of Harman Rutgers (1st), and grandson of Rutger Jacobsen. Anthony was probably named after his maternal grandfather, Anthony de Hooges, the famous Secretary. In 1705 he buys a dwelling-house and lot on Smith (now William) Street and a lot beyond the land gate on the New Street. In 1710 he had become a resident of the North Ward, above Wall Street, and in that year and the two years succeeding he was an assistant alderman from that ward. He represented it as Alderman from 1727 to 1734. He was also a member of the Colonial Assembly from 1726 to 1737. In 1717 he bought land on Maiden Lane and he had a brew-house and residence on the north side of that street between William and Nassau Streets. He also purchased a tract of farm land lying northwest of the present junction of Broadway and Chambers Street, and extending to the North River. In 1723 he bought ten acres here, and in 1725 thirty-six more.

In this neighborhood there was at this time a large swamp which caused a great deal of malaria. It was included in a piece of seventy acres of public land which the local government could only lease for life. Anthony presented a petition in 1730 to the authorities in England, asking that the swamp might be granted to him so that he could drain it, which no mere life-tenant would undertake to do. Governor Cosby was directed to make such a grant by an order of the King in Council, made at Hampton Court, on August 12, 1731. An order was made accordingly in the Council of New York, on December 16, 1733.§ Anthony, known as

* Riker's Harlem, 571, 572. † Munsell's Annals of Albany, i., 91.
‡ Dated March 6, 1710, proved April 25, 1711, Liber 8 of Wills, p. 32, N. Y. Surrogate's Office.
§ London Documents, xxiv., 147; Land Papers, x., 171; N. Y. Council Minutes, xvi., 277; Valentine's Manual of the Common Council for 1854, 529.

Captain Rutgers, was still living near William Street in 1731.* At about this time he built himself a house on his new farm. He was a member of the grand jury which in 1741 investigated the Negro plot.† His first wife having died he had married the widow Cornelia Benson, daughter of Johannes Roos, August 25, 1716. Anthony died in 1746, and she survived him until 1760. He left behind him one son, Peter, a grandson, Anthony (3d), son of a deceased son, Anthony (2d), and five daughters, among whom his property was divided.‡ One daughter, Elsie, had married Leonard Lispenard in 1741, and he bought the other shares in the North River estate in 1748. It became known in consequence as "the Lispenard farm," and the streets which afterward traversed it took the family names of Leonard, Lispenard, and Anthony (now Worth Street). The old New York Hospital building afterward occupied a part of this estate.§ Lispenard was a prominent citizen. He was a member of the Provincial Congress of New York,‖ and also of the Stamp Act Congress. Another daughter of the first Anthony was Mary, who, in December, 1749, became the wife of the Rev. Henry Barclay, rector of Trinity Church.¶ His name is perpetuated in Barclay Street. His bride was a lady "of great merit and valuable accomplishments."** The *Postboy*†† contains a poem on the wedding addressed to "Inspiring Phœbus." Mrs. Barclay died in 1788, and the *New York Journal*,‡‡ in recording the fact, says that she was "justly esteemed for her exalted piety, and as she was remarkably charitable, the poor have lost a valuable friend." Her daughter Cornelia married Colonel Stephen de Lancey, and another daughter, Anna Dorothea, was the wife of Colonel Beverly Robinson. Her son, Colonel Thomas Barclay, married Susan de Lancey, and had a large family. Three of his daughters married respectively William B. Parsons, Schuyler Livingston, and Peter G. Stuyvesant.

The oldest child of Anthony Rutgers (1st) who lived to maturity was his son Peter. He was born in 1701, became a brewer in Maiden Lane, and married Helena Hoogland. He was an assistant alderman from the East Ward from 1730 to 1734, and was spoken of as an "eminent merchant." He was Captain of the First Independent Company of Cadets. He died in August, 1745. "He was a gentleman much esteemed for his generosity and fatherly affection to his company, and his funeral was attended by almost all the principal inhabitants of this place, being universally lamented."§§ His eldest son, Anthony, was a lawyer, and married Elizabeth, daughter of Charles Williams, Naval Officer of the Port of New York. This Anthony died in 1754, and his widow, two years after, married Colonel Frederick Philipse, last proprietor of the manor of Philipsburgh. She was described in the *New York Mercury*‖‖ as "a very agreeable lady, and possessed of every virtue and accomplishment that can adorn her sex and make the marriage state truly happy." Peter's daughter, Helena, married John Morin Scott. He was a graduate of Yale College and a distinguished lawyer and politician. He served as brigadier-general in the Revolution. In 1777 he became Secretary of State of New York, and he was a member of the Continental Congress in 1782 and 1783. His son,

* N. Y. Gazette, No. 321. † Mrs. Lamb's History of New York, i., 582.
‡ See his will, Lib. 16, p. 12, N. Y. Surrogate's Office.
§ Mrs. Lamb's New York, vol. i., 723, note; ii., 307. ‖ *Ib.*, ii., 31, note.
¶ *Ib.*, i., 632. For an account of the Barclay family *vide* Holgate's American Genealogy, p. 122.
** Postboy, December 18, 1749. †† December 25, 1749. ‡‡ June 12, 1788.
§§ Postboy, August 26, 1745. ‖‖ September 13, 1756.

Lewis Allaire Scott, was also Secretary of State of New York.* Helena Rutgers, the widow of Peter, died in December, 1773, "at her house in the Fly." †

Anthony Rutgers (2d), the younger brother of Peter, and son of Anthony (1st), married Margarita Klopper on January 10, 1741, and died before his father. He left an only son, Anthony A. Rutgers, whom we shall call Anthony (3d). His grandfather, Anthony (1st), left him his brewhouse and residence in Maiden Lane. He also received a share of the farm on the North River. On June 6, 1762, he married Gertruyda, daughter of Nicholas Gouverneur, of Newark, N. J., "a young lady of great beauty and merit," ‡ which qualities seem to have been the common property of all young ladies of that day. Anthony (3d) owned the Ranelagh Gardens at the head of Broadway, where Duane Street now crosses it. They were leased to one Jones, who gave entertainments in them. A band of music played there on Mondays and Thursdays. In 1775, Anthony Rutgers is named as Captain of the Second Company of Artillery, one of the "new companies raising." He subsequently removed to Newark and died there in 1784, leaving four sons and two daughters. His son Anthony A. (Anthony, 4th) was a merchant and at one time lived at Curaçoa. He was one of the original shareholders of the Tontine Coffee House. On April 17, 1790, he married Cornelia, daughter of Hugh Gaines, the editor, publisher, and printer. "The schooner which lay in the East River was decorated in honor of the occasion with a very numerous variety of the colors of all nations and exhibited a most beautiful appearance." § Harman G. Rutgers, also a son of Anthony (3d), married Sarah, another daughter of Hugh Gaines.

Nicholas Gouverneur Rutgers was also a son of Anthony (3d). He started in busines swith his grandfather's house, Gouverneur & Kemble, and was afterward at the head of the firm of Rutgers, Seaman & Ogden, at 79 Pearl Street, who were the agents in New York of Anthony (4th). Nicholas G. Rutgers was also for many years president of the Mutual Insurance Company. He married Cornelia, daughter of John Livingston, and granddaughter of Robert Livingston, third owner of the manor. After her death Nicholas married his third cousin, Eliza Hoffman. He died in 1857, at the age of eighty-six, leaving behind him two sons and several daughters, all children of his first wife.

We will now return to Harman (2d), the brother of Anthony (1st), son of Harman (1st), and grandson of Rutger Jacobsen. We left him living with his father in Stone Street, and engaged in business with him as a brewer. In his family Bible he makes the following entry as of December 25, 1706: "I, Harman Rutgers, was married to Catharina Meyer by Dominie De Booys. May the Lord grant us a long and happy life together. Amen." He bought land on Maiden Lane at about this time and added to it afterward. When his father, Harman (1st), had died in 1711, Harman (2d) removed to a house on the north side of Maiden Lane, at the corner of the present Gold Street, and established a brewery there. He thus mentions the fact in his Bible: "1711, December 4th. We removed from mother's house to our own place in the Vly, and have made the first beer there the 24th of December. May the Lord bless us in the

* Mrs. Lamb's New York, ii., 49, note 1, 89, note, 285, 308.
† Maiden Lane. Rivington's New York Gazette, December 30, 1773.
‡ New York Mercury, June 14, 1762. § New York Journal, April 22, 1790.

work of our hands." Gold Street, between Maiden Lane and John Street, was for many years known as Rutgers Hill. Catharine, the widow of Harman (1st), lived at the house in Stone Street until her death. It was sold in 1729.* Harman (2d) lived a prosperous and quiet life. He was honored with the title of Captain, which seems to have been hereditary in the family. He was one of the struck jury in the famous Zenger trial in 1735. Zenger had reflected in his newspaper upon the course of Governor Cosby's supporters in the Council in the controversy with Rip Van Dam, President of the Council. He was indicted for seditious libel. The jury acquitted him and sustained the freedom of the press. Gouverneur Morris once said that this trial was "the germ of American freedom." † Harman (2d) laid up sufficient money in time to purchase a farm of over a hundred acres, lying east of the site of Chatham Square, and comprising all of the present Seventh Ward west of Montgomery Street and a part of the Fourth Ward. It had a long water front on the East River. This land supplied his breweries with barley. He bought the greater portion of this estate from the widow and children of Hendrick Cornelisson Van Schaick in 1728. He acquired the rest in 1732 and 1733. The Van Schaick farm was the original Bowery No. 6, granted to Cornelis Jacobson Stille early in the Dutch regime. In 1728 the farm-house stood on the Bowery road at about what is now the southeast corner of East Broadway and Oliver Street. The barn was near the present southeast corner of Catharine and Division Streets.‡ On this farm Hendrick Rutgers, second son of Harman (2d), took up his residence and had a brew-house during his father's life. In 1731 the New York Assembly met in "the house of Mr. Rutgers near the Bowery road," on account of the small-pox which was prevalent in town.§ Captain Rutgers' wharf is mentioned as one of four places for batteries in 1745. Catharine, the wife of Harman (2d), died on February 28, 1737. His Bible notes the fact as follows: "My dearly beloved wife Catharine Rutgers rested in the Lord." A newspaper of March 1, 1737, gives further details: Mrs. Rutgers "eat her breakfast as usual and about nine or ten o'clock was taken with a fit and dyed about four in the afternoon, without speaking a word, to the great surprise of her sorrowing family and friends." The widower consoled himself by marrying Margaret de Forest, a granddaughter of Isaac de Forest, who formerly owned the Stone Street brewery. Harman (2d) died in August, 1753. The *Gazette* of August 13, 1753, contains the following paragraph: "Thursday last departed this life in an advanced age Mr. Hermanus Rutgers, a very eminent brewer of this city and a worthy, honest man." He had two sons and three daughters who lived to a mature age, and they were all children of his first wife. His son Harman (3d) died before him. Of his daughters, Elsie married John Marshall, Catharine married Abraham Van Horne, and Eva married John Provoost. Eva's eldest son, Samuel Provoost, was rector of Trinity Church, and afterward the first Protestant Episcopal bishop of New York. He was the first American bishop consecrated, the rite being performed in his case by the Archbishop of Canterbury.

Harman (2d) left his dwelling, store-house, malt-house, brew-house, negro kitchen, malt-mill and mill-house on Maiden Lane and Rutgers

* Liber 31 of Deeds, p. 315, N. Y. Register's Office.
† Dunlap's History of New York, i., 304; Mrs. Lamb's New York, i., 562.
‡ In Valentine's Manual, 1861, p. 521, is a view of the Bowery road showing this house.
§ Mrs. Lamb's New York, i., 536. This may have been the new house of Anthony (1st), who was a member of the Legislature at that time.

Street (on Rutgers Hill) to the widow of his son Harman (3d) for life.* She was Elizabeth Benson, daughter of Harman (2d)'s sister-in-law, Mrs. Anthony Rutgers, by her first husband. After Elizabeth's death the estate was to go to her eldest son, Robert (1st). She appears to have carried on the brewery herself for some time, † but finally gave it up to Robert (1st) as her tenant. In her old age she became noted as the plaintiff in the suit of Rutgers *vs.* Waddington. She had fled from New York at the opening of the Revolution, and the defendant Waddington had occupied her house under British military authority. The Legislature of New York passed an act, giving a right of action for trespass to the former owner against the occupant in such cases. This suit was tried in 1784 and made a test case. Alexander Hamilton appeared as counsel for the defendant. His argument was successful. The court disregarded the statute and decided in favor of Waddington. This decision affected many similar actions, and was regarded as a great Tory victory. A mass meeting was held to protest against it.‡ Elizabeth became a resident of Red Hook, Dutchess County, and died in 1795. She had three sons and three daughters. The eldest of these was Robert Rutgers (1st), who married Elizabeth, daughter of Dr. William Beekman. Robert's son Gerard married Margaret Sarah, daughter of Nicholas Bayard. Gerard and his brother Robert (2d) became residents of Belleville, N. J. Their sister Catharine married Stephen Van Cortlandt and also lived in New Jersey.

The third Harman's second son, Harman (4th), was a merchant and died unmarried. His third son was Captain Anthony Rutgers. In 1754 he was captain of a "snow." He is mentioned once as sailing from Port Royal. In 1758 and 1759 he commanded the privateer snow "Boscawen," and sent several prizes into New York. In 1760 he had the letter of marque brig King George. In 1765 and 1766 he was Assistant Alderman from the North Ward. He owned a rope-walk in conjunction with Jacob Le Roy prior to 1769, and afterward carried on the business alone at his store in Maiden Lane. He is said to have been one of the twenty-three original members of the New York City Masonic Society. They were all sea-captains, and their certificates were dated January 8, 1770. In 1775 Anthony was a member of the New York Provincial Congress. He died in 1814. § Anthony's partner, Jacob Le Roy, married successively his two sisters Cornelia and Catharine Rutgers, and was the ancestor of a large family, among whom may be mentioned his granddaughter Caroline, daughter of Herman Le Roy, who was the second wife of Daniel Webster. A younger sister of the wives of Jacob Le Roy was named Mary, and married Anthony Hoffman. Their daughter Eliza Hoffman became the second wife of her kinsman Nicholas G. Rutgers and had no issue. She survived him and lived in New Brunswick, N. J.

Harman (2d), having left the greater part of his Maiden Lane property to the family of his deceased son Harman (3d), provided for his younger son Hendrick, by leaving him in his will his farm near the Fresh Water, in the Out Ward, which he had bought from the Van Schaicks and others, "where he my said son now lives."‖ This devise included a brew-

* Lib. 18 of Wills, p. 347, N. Y. Surrogate's Office.

† N. Y. Historical Society Collections, 1881, xiv., p. 12.

‡ McMasters' History of the People of the United States, i. 125, 219, 220; New York Packet, November 4, 1784. See Dawson's pamphlet entitled. The case of Elizabeth Rutgers v. Joshua Waddington, determined in the Mayor's Court in the City of New York, August 7, 1784.

§ The number of Anthonys and Harmans in the Rutgers family makes it difficult to be accurate in determining which one is referred to in any particular instance by contemporary records.

‖ See his will, Lib. 18, p. 347, N. Y. Surrogate's Office.

house which stood on that part of the farm now bounded by Henry, Madison, Jefferson, and Clinton Streets. Hendrick was born on February 20, 1712. When he was thirteen years old he was apprenticed to his cousin by marriage, Thomas Thong, merchant, for seven years. Thong undertook "to cause said apprentice to be taught the Art or Mistory of a Merchant."* On January 9, 1732, Hendrick married Catharine de Peyster, daughter of Johannes de Peyster, at one time Mayor of New York.† In his family Bible he states that the ceremony was performed by "my uncle, the Rev. Peter Vas, preacher at Kingston in Esopus."‡ Hendrick was the fourth of his family, son after father, who married a Catharine. In 1738 he was an ensign in Captain Van Horne's company of militia, and was promoted to the second lieutenantcy in Captain Van Wyck's. Soon after his father's death in 1753, Hendrick built a residence for himself, with bricks brought from Holland, on the East River farm near the brew-house. The site of this house is now covered by the block bounded by Monroe, Cherry, Jefferson, and Clinton Streets. This was then close to the river. We know that the house was completed by November, 1755, because the Lisbon earthquake on the fifth of that month shook down the iron window-bars which were leaning against its walls in the day-time.§ Just west of the brew-house was a fish-pond which emptied into the river between the present Rutgers and Jefferson Streets. A garden east of the house remained unchanged for over a century, and another garden and various outbuildings occupied the land between the house and the brewery.

The city in time grew toward Hendrick's farm, and he had a portion of it laid out in streets and lots. He agreed with James de Lancey on a boundary line between their farms. It ran along Division and Little Division (now Montgomery) Streets, from which circumstance those names are derived. Hendrick named Catharine Street after his wife. Madison Street was called Bancker Street and then Bedlow, after two of his sons-in-law. Henry Street bears the name of one of his sons. Harman Street has become East Broadway. The present Rutgers Street was so called on the map as early as 1775. Oak Street once bore that name, but it became so disreputable that the name was changed in deference to the family. George and Charlotte Streets have dropped their royal titles and are to-day plain Market and Pike Streets.‖ When the war broke out, Hendrick, with the other patriots, was obliged to leave the city, and took up his residence at Albany. Here he died in 1779. His death is noted in Rivington's *Royal Gazette* ¶ as follows: "On the thirteenth instant died at Albany, in his sixty-ninth year, Hendrick Rutgers, Esq., a member of the Dutch Reformed Church and a gentleman of very large estate in this city." In his will he gives two hundred pounds a year to his widow. To his son, Henry, he leaves all his land between Rutgers and Clinton Streets, including his house, brew-house, and other buildings. His other property he divides among his children.** His household effects were appraised at £922 7s. 1¾d., and his silver plate alone at £119.†† He had three sons named Harman, the first two of whom died in infancy. The

* Liber 29 of Deeds, p. 294, N. Y. Register's Office.
† For an account of the de Peyster family *vide* Valentine's Manual, 1861, p. 556.
‡ The original entries in this Bible and the one of Harman quoted above are in the Dutch language.
§ *Vide* picture of this house in 1765 in Valentine's Manual, 1858, p. 606.
‖ See Post's Old Streets of New York.
¶ August 7, 1779.
** Lib. 33 of Wills, p. 201, New York Surrogate's Office.
†† I have an old impression of a book-plate of Hendrick Rutgers with his coat-of-arms, which I venture to describe: arms, a lion rampant surmounted of a fess, charged with a star; on a chief a demi-eagle displayed crest; a demi-wild-man holding a baton over his head; motto, tanter da dir, which I cannot translate.

third was a merchant and never married. He was killed at the battle of Long Island, on August 27, 1776, while fighting against the British troops.* Hendrick's eldest daughter, Catharine, married William Bedlow, grandson of Isaac Bedlow of Bedlow's Island. He was a sea-captain, and afterward a merchant. In 1784 he was postmaster of New York City. He had a son, Henry, a daughter, Mary, who married John Beekman,† and another daughter, Catharine, wife of Dr. Ebenezer Crosby, who had come to New York from Braintree, Mass., and was at one time surgeon of General Washington's Guard, and afterward professor of medicine at Columbia College. He was the ancestor of the Crosby family of New York. Henry Bedlow's son, Henry, was at one time Mayor of Newport, R. I. Hendrick's second daughter, Anna, became Mrs. William Bancker. Her granddaughter, Elizabeth de Peyster, married Henry Remsen, who was private secretary to President Jefferson, and for many years President of the Manhattan Company. Hendrick's two younger daughters married respectively Gerard de Peyster and Dr. Stephen McRea.

The only son of Hendrick who survived him was Hendrick, or Henry, Rutgers. He was born on October 7, 1745, and was graduated at Kings (now Columbia) College in the class of 1766. He entered the Continental army at the outbreak of the Revolution. On May 8, 1775, "Captain Rutgers,‡ at the head of his company of grenadiers, met the Boston, Connecticut, and New York delegates to Congress at the Ferry and proceeded with them to Newark." He was still a captain in 1776 and took part in the battle of White Plains. "He continued actively and usefully employed as an officer until the close of the war."§ Meanwhile, during the occupation of New York by the British army, the Rutgers house was used as a hospital. The marks of confiscation on its doors were visible in 1830. The brewery was used first as the hospital kitchen and afterward as a repository of naval stores.‖ At the end of the war Henry had become the owner of the homestead. He kept bachelor's hall there until his death, nearly fifty years later. He was possessed of great wealth, and it seems that he never engaged in any business. He found his time sufficiently occupied in attending to his estate, which he fortunately refused to sell when he had the opportunity in 1783.¶ He was an officer in the militia after the war. On October 24, 1788, we learn that the First Regiment, New York Militia, under Major Henry Rutgers, was reviewed by Brigadier-General Malcom.** The parade ground was on his own land. On July 27, 1790, "President Washington and Governor Clinton, with the chiefs of the Creek Nation, reviewed the legion of General Malcom's brigade and Colonel Bauman's regiment of artillery. The President signified his full approbation of their soldierly behavior to Colonel Rutgers, who commanded them."†† It was perhaps in honor of this occasion that the Colonel ordered a portrait of Washington from Gilbert Stuart, which hung in the hall of the Rutgers house until 1865.‡‡ Colonel Rutgers "took a leading and zealous part in the politics of the coun-

* Mrs. Lamb's New York, ii., 112.

† For an account of the Beekman family *vide* Holgate's American Genealogy, p. 66.

‡ Probably Henry.

§ A sermon occasioned by the death of Colonel Henry Rutgers, preached in the church in Market Street February 28, 1830, by William McMurray, D.D. (Rutgers Press, New York, 1830). This sermon gives considerable information regarding Colonel Rutgers' life.

‖ See order of Major-General Pattison, New York Historical Society Collections, viii., p. 233.

¶ Mrs. Lamb's New York, ii., 439, note. ** New York Gazette, October 30, 1788.

†† Contemporary Journal; see Mrs. Lamb's New York, ii., 364.

‡‡ E. Johnston's Original Portraits of Washington, 98, 104.

try." * He was a Member of Assembly in 1784. In 1800 he was again nominated by the Republicans. This campaign was especially exciting, as the Legislature was to choose Presidential electors, and the result depended on the vote of New York. A great effort was made in the city to defeat the Federalist party, as the vote of the State turned, as usual, upon the contest in the metropolis. Colonel Rutgers was elected, as were also George Clinton and General Horatio Gates. They all voted for Republican electors, and the result was the election of Jefferson and Burr. Colonel Rutgers, in a letter written at Albany, on March 5, 1801, gives an account of the festivities there on the day before in honor of Jefferson's inauguration. "The Sixth and Seventh Wards, I fancy," he adds, "were not asleep. It was often mentioned here that their exertions and success gave a Republican Presidency." It was doubtless in view of his course on this and other such occasions that Dr. McMurray says: "Of the correctness of his political principles there have been and will be different opinions;" but he goes on to say that "his unimpeachable moral character and uniform consistency gained him the confidence and respect of those who were his opponents, and procured for him an influence in his own party which he often exerted in moderating animosity and suppressing the feelings of rancor." He was an Assemblyman in 1801, 1802, and 1807. In 1811 he assisted in raising funds for building the first Tammany Hall. On June 24, 1812, he presided at an immense mass meeting in the Park, called for the purpose of supporting the war and encouraging the construction of fortifications.† He was a regent of the University of New York State from 1802 to 1826. He was elected to succeed De Witt Clinton as president of the Public School Society in 1828.‡

During all these years his property was increasing in value. He remembered the time when his father could stand at his door and call his men working on the farm where Chatham Square now is, and he lived to see his private grounds reduced in size to the two blocks bounded by Madison, Cherry, Clinton, and Jefferson Streets. The entrance was on Jefferson Street. The rest of the farm was rapidly covered with houses, but the work of building was not completed until after his death. Meanwhile his transactions in real estate were very extensive. He was accustomed to rent his lots on long leases to tenants who built their own houses. Over four hundred deeds and leases of his are on record in the Register's Office, but they were not all given for a valuable consideration. In 1793 he gave seven lots to the Dutch Church, but the gift lapsed, as the church was not built within the specified time. A present of four lots to the Scotch Church failed for the same reason. Some years later he gave two lots to the Second Baptist Church. In 1797 he made a gift of five lots on the northwest corner of Henry and Rutgers Streets to the First Presbyterian Church, and he added two lots at another time. He contributed a large amount toward building this church, and was one of its elders. A new church edifice was erected on this corner some forty years ago. It was finally sold, and became St. Teresa's Roman Catholic Church. The old congregation moved up-town, and is now known as the Rutgers Presbyterian Church of Madison Avenue.§ Colonel Rutgers also gave the ground for the Market

* Dr. McMurray's sermon, supra. † Mrs. Lamb's New York, ii., 589.
‡ *Vide* Bourne's History of the Public School Society, p. 109, and portrait of Col. Rutgers at p. 96.
§ Mrs. Lamb's New York, ii., 466.

Street Dutch Church at the northwest corner of Market and Henry Streets. He made a large subscription to the building fund, and was an elder of this church from its organization to his death. The building belongs now to the Presbyterian Church of the Sea and Land. In 1806 he presented a lot to the Free School Society for a school-house, and an adjourning lot in 1808.* He was always much interested in the college at New Brunswick, N. J., which was founded in 1770 as Queen's College by the Dutch Church.

After the Revolution it lay dormant until Colonel Rutgers aided in calling it to life. It received the name of Rutgers College from the trustees, "as a mark of their respect for his character, and in gratitude for his numerous services rendered the Reformed Dutch Church."† Colonel Rutgers was accustomed to spend one-fourth of his income in charity. For many years he made it a rule to give a cake and a book to every boy in the ward who would call on him on New Year's Day. The children always collected before the door, and he would make them an address of a religious character. In 1819 he was a member of a committee appointed to enter into correspondence with citizens in various parts of the country, with a view to devising some plan for checking the spread of slavery. "There is scarcely a benevolent object or humane institution which he has not liberally assisted."‡ He relieved the poor individually, and supported deserving young men.§ In person he was a tall, plain-looking man, with a kindly expression of face.‖ He died in 1830, in the house in which he had lived nearly eighty years. In his will he divided his "worldly estate with which God has abundantly blessed me" among his numerous relatives, but the largest share, including his "mansion house and all the land attached thereto," he gave to his great-nephew, William B. Crosby, the grandson of his sister, Catherine Bedlow. He had been left early an orphan, and "Uncle Rutgers," as he was affectionately known in the family, became his guardian and virtually adopted him. Colonel Rutgers had always lived simply, and in his will he directs his executors to avoid all ostentation at his funeral. The sum thus saved he leaves to an infant school. He gives a suit of clothes to each of several servants, "but not a mourning suit." It seems strange to read in a will, made in New York in 1823, the clause in which he directs that "my negro Wench slave named Hannah, being superannuated, be supported out of my estate."¶ His real estate at his death consisted of 429 lots, and was appraised at $907,949. After Colonel Rutgers' death Monroe Street was carried through the two blocks surrounding the house, and this block on Monroe Street was called Rutgers Place. The house was remodelled and its north side made its front. It stood thus, with a block of ground in lawn and garden around it, until after Mr. Crosby's death in 1865.** It was then sold and torn down. Its site is now occupied by tenement houses.

Colonel Rutgers was almost the last direct male representative of the family in New York City. Since his death the name has entirely disappeared here as a surname. In the City Directory of 1883 it only occurs

* Mrs. Lamb's New York, ii., 516.
† Centennial of the Theological Seminary at New Brunswick, pp. 113, 379.
‡ Dr. McMurray's Sermon; see Appleton's Biographical Cyclopædia, tit. Henry Rutgers.
§ Sermon, supra.
‖ The portrait published with this article is taken from the original painting, by Inman, still in the family. Duplicate originals are owned by the N. Y. Historical Society and Rutgers College, N. J.
¶ Lib. 65 of Wills, p. 139, New York Surrogate's Office.
** *Vide* picture of the house in 1858, in Valentine's Manual, 1858, p. 268.

in the "Rutgers Female College," and the "Rutgers Fire Insurance Company." The former was named in honor of Colonel Rutgers, at the instance of Mr. Crosby, who in 1838 gave the lots in Madison Street on which its original building stood. The insurance company was organized in 1853, and took the name on account of the situation of its principal office on Chatham Square, near the old Rutgers farm. Its scrip and certificates of stock bear the Colonel's portrait. But while the family name has become extinct in this city, the descendants of the first Harman Rutgers, bearing other surnames, who reside here, may be numbered by hundreds. To many of them it may be interesting to learn something of their ancestors, and to find that they were honest, industrious, well-to-do, pious Dutchmen. It is in this interest only that the justification lies for collecting and publishing these simple records.

MEMORIAL SKETCH OF FRANKLIN B. HOUGH, M.D.*

By Henry R. Stiles, A.M., M.D.

An unostentatious but somewhat remarkable and wonderfully fruitful literary career was closed by the death, on June 11, 1885, of Franklin B. Hough, at his residence in Lowville, Lewis County, N. Y. His work, for forty years, was of a kind which did not much attract public attention, yet it was well said of him that within that period "no citizen of this commonwealth had done so much toward preserving the historical records and the statistical history of New York." We who, to a greater or less extent, are workers and delvers in the same fields of research which possessed such fascination for him, may well stand appalled as we survey the number, variety, and permanent value of his achievements in the departments of American Local and Legal History, of Biography, and of Science.

The subject of our sketch was born in Martinsburg, Lewis County, N. Y., July 22, 1822. His father, Dr. Horatio Gates Hough (born at Meriden, Conn., January 5, 1778), a descendant from William Hough, who emigrated from England in 1640, was the first physician settled in Lewis County, to which he removed about the year 1799 from Southwick, Mass. His mother was Martha Pitcher, born at Westfield, Mass., September 30, 1787, whose ancestors also came from England in 1636. Their children were: (1) Almira, born in 1804; (2) Martha, born in 1807; (3) Horatio, born in 1809; (4) Franklin B., and (5) Dema. Of these, it is somewhat noteworthy that three died within the space of five and a half months of the year 1885, viz.: Dr. Franklin B., on June 11th; Martha, on November 20th, and Horatio, on November 26th—the eldest sister, Almira, being now the only survivor.

The father of this family died when Franklin was but eight years of age, but the mother, a woman of very energetic character, managed to keep the

* In the compilation of this sketch we have been greatly indebted to memoranda furnished by the family of the deceased, to an appreciative editorial in the Utica (N. Y.) Morning Herald, of June 12, 1885, and to Professor James Cruikshanks, of Brooklyn, Mr. E. R. Wallace, of Syracuse, N. Y., John D. Parsons, of Albany, N. Y., J. H. Hickock of the Congressional Library, Washington, D. C., as well as others of Dr. Hough's old friends.

The portrait here presented, though not the latest taken of him, is yet one which well preserves his features and appearance as remembered by many of his friends during the greater portion of his active literary life.

Dr. Hough's baptismal name was "Benjamin Franklin," but from the time he was eight years old, he always wrote it "Franklin B." or "F. B."

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elements in motion that are fast revolutionizing the character and business of mankind. Of such were Washington and his associates, who achieved the liberty which still lives and marches on in triumph and glory through the earth. Of such was Lincoln, who, heaven-inspired, engraved on the pillars of our constitution eternal freedom for the slave. Of such was Grant, who conquered the rebellion and brought again peace and union to our States. . . . Of such was Franklin, whose miraculous hand drew from the clouds the spark which now electrifies the globe. Of such was Morse, who taught the mystic wires to speak with tongues of fire all the languages of the earth. Of such was Fulton, who woke the spirit of the waters, and gave a new impetus to the commerce of the world. And last, not least, of such were those messengers of mercy who brought a sovereign balm to blot from the memory conscious suffering in the human frame. These and others of immortal fame have trod the paths of human glory, and stand out like golden stars in the constellation of American genius to light the road to honor, virtue, and renown."

THE RUTGERS FAMILY OF NEW YORK.

By Ernest H. Crosby.

(*With Portrait of Colonel Rutgers.*)

Among the colonists who, on October 1st, 1636, embarked at Texel, on the yacht Rensselaerswyck, Jan Tiebkins, skipper, was Rutger Jacobsen Van Schoenderwoerdt. The vessel was bound for Fort Orange in the service of the first Patroon. Rutger, as his last name indicates, came from Schoenderwoerdt, a pretty Dutch village, two miles north of Leerdam and four miles from Vianen, where Van Rensselaer had a country seat.* Fort Orange at this time gave little promise of the future city of Albany. Its site had been a trading-post as early as 1614. The fort had been built seven or eight years later. In 1646, however, it had only ten thatched cottages, and, indeed, there were not over three thousand Europeans in all New Netherland. In this primitive settlement Rutger became a man of considerable repute and wealth. In June, 1646, he married Tryntje (Catharine) Jansse Van Breesteede, in New Amsterdam. After three years of married life he went into partnership with Goosen Gerritse Van Schaick and rented the Patroon's brewery for 450 guilders a year, and one guilder additional for every tun of beer brewed. In the first year this amounted to 330 guilders, and in the second they used fifteen hundred schepels of malt. In 1654 Rutger bought Jan Jans Van Noorstrant's brew-house, which stood on what is now Beaver Street in Albany, nearly opposite the present Middle Dutch Church. But he was not only a brewer. We find him also engaged in shipping beaver-skins.† He owned a sloop on the river, which he sometimes commanded himself, but at other times he employed Abraham de Truwe as master. He frequently bought and sold building lots in the village and farming land in the neigh-

* Vide wood-cut of Schoenderwoerdt in Riker's History of Harlem, 108.
† Munsell's Collections on the History of Albany, iii., 207, 208.

borhood. In 1661 he owned a share in Mohicander's Island. While Rutger was thus becoming a rich man, he was held in honor by his fellow-townsmen. He was a magistrate in 1655, and probably held the office until his death. He took part in the proceedings of a peace commission, which was appointed to treat with the Indians. He is known as "the Honorable Rutger Jacobsen" in the records, where his signature frequently recurs. When the new church was built, in 1656, he was selected to lay the corner-stone, which he did on June 2d in that year. This church replaced the old one built in 1643, which, being only thirty-four feet long and nineteen feet wide, and containing only nine benches, had become inadequate.* The new church occupied the middle of the road at the corner of Yonker and Handelaars—now State and Market—Streets. Rutger's coat-of-arms is said to be in existence, but it is not very clear where he obtained it. He died in 1665. His administrators were Ryckert Van Rensselaer and Jan Van Bael. At the sale of his personal effects they brought 983 guilders 10 stivers. His silver and jewellery alone were sold for 512 guilders 14 stivers.† His wife and three children survived him. The widow is said to have died in 1711, after marrying Hendrick Janse Roseboom in 1695. One of Rutger's daughters, Margaret, married Jan Jansen Bleecker in 1667, and became the ancestor of the Bleecker family. Her husband was Mayor of Albany in 1700. Engeltje, another daughter of Rutger, appears to have become the wife of Melgert Abrahamse Van Deusen. Rutger's only son was Harman Rutgers.‡

The first mention of this son to be found in the records describes him as a private in the Burgher Corps of New Amsterdam, in 1653.§ He married Catarina, daughter of Anthony de Hooges, Secretary of the "Colonie" of Rensselaerswyck, after whom the mountain "Anthony's Nose" in the Hudson Highlands was named.‖ Harman was a brewer, as his father was before him. He inherited the Van Noorstrant brew-house. In March, 1675, he bought a brewery on the eastern half of the present Exchange Block in Albany, and sold it two months later.¶ The Dutch Church, of which he and his wife were members,** called upon him to supply the beer for funerals.†† As the mourners could not speak English, the beer fortunately did not furnish them on these occasions with an ill-timed pun. In 1678, the Collector of Excise charged Harman with selling beer to the Indians unlawfully, but the complaint was dismissed, and he continued to prosper. He bought two houses and lots in Albany in 1683.‡‡ About the year 1693 the Indians had become so troublesome in the neighborhood of Albany, destroying Harman's barley crops, and making military service against them necessary, that he was forced to remove to New York, taking with him his two sons, Anthony and Harman (2d). On May 2, 1693, he

* Pearson's Contributions for the Genealogies of the First Settlers of Albany County, from 1630 to 1800, 11. † Munsell's Collections, iii., 83-85.

‡ At about this time the Dutch settlers adopted permanent family names. Some of them took a patronymic, as in the case of Harman *Rutgers*, which is equivalent to *Rutgerson*, and others derived their surnames from their native towns in Holland. Thus, the descendants of Rutger Jacobsen's brother, Teunis, who came to New Netherland in 1640, kept the name Van Schoenderwoerdt, which has been shortened to Van Woert (see preface, Pearson's Albany First Settlers). For reference to Rutger Jacobsen and his family, see Munsell's Albany Collections, index; O'Callaghan's History of New Netherland, i., 436, 437; ii., 587, 591; Pearson's Albany First Settlers, 93, 94; Riker's History of Harlem, 101, 107, 108, note.

§ O'Callaghan's History, ii., 569. It is evident that Harman was not the son of Tryntje Van Breesteede, whom Rutger married in 1646. He may have been the son of a former wife, although Rutger is not described as a widower in the marriage record of the Dutch Church, as was usually done in such cases. Professor Pearson is authority for the statement that Harman was the son of Rutger Jacobsen (Albany First Settlers, 93, 94). ‖ Benson's Memoir on Names, 52.

¶ Munsell's Coll., iii., 111, 112, 114. ** Munsell, i., 97. †† Munsell's Coll., i., 28, 50.

‡‡ Liber 3 of Deeds, p. 17, Albany County Clerk's Office.

bought the dwelling-house and brewery of Isaac de Forest (who had sailed from Texel with Rutger Jacobsen and died in 1672) from his heirs. They were on the north side of Stone Street, near Whitehall Street, in New York.* The well used for the brewery is said to be still visible.

On New Year's Day, 1694, Elsie, the daughter of Harman (1st), was married to David Davidse Schuyler, at one time Mayor of Albany. After his death she married the Rev. Peter Vas, of Kingston, Ulster County, whom she probably met at Albany, where he was an occasional "supply."†

Harman's (1st) elder son, Anthony, married Hendrickje Vandewater, of New York, on December 30, 1694, and went to housekeeping in the Dock Ward, east of Broad Street. He was a brewer, and for some years appears to have been a baker as well. In 1699 he was admitted as a freeman in New York.

The younger, Harman (2d), remained with his father, became a brewer, and was admitted as a freeman in 1696.

In a census of New York, taken about the year 1703, the family of Harman Rutgers (1st) is represented as consisting of two males between sixteen and sixty years of age, one female, one female child, and two male negroes. The first three were evidently the elder Harman (1st), his wife, and his son Harman (2d). Anthony's household in the Dock Ward was composed of himself, his wife, two sons, and one negro woman. Harman Rutgers (1st) died in 1711, "being very ancient and weak in body," as he describes himself in his will.‡ He left his entire estate to his widow Catharine for life, and directed it to be divided after her death among his three children by his "well-beloved friends," Nicholas Roosevelt, Johannes Korfbyd, and Jacobus Goelet.

We will follow first the fortunes of Anthony Rutgers, the son of Harman Rutgers (1st), and grandson of Rutger Jacobsen. Anthony was probably named after his maternal grandfather, Anthony de Hooges, the famous Secretary. In 1705 he buys a dwelling-house and lot on Smith (now William) Street and a lot beyond the land gate on the New Street. In 1710 he had become a resident of the North Ward, above Wall Street, and in that year and the two years succeeding he was an assistant alderman from that ward. He represented it as Alderman from 1727 to 1734. He was also a member of the Colonial Assembly from 1726 to 1737. In 1717 he bought land on Maiden Lane and he had a brew-house and residence on the north side of that street between William and Nassau Streets. He also purchased a tract of farm land lying northwest of the present junction of Broadway and Chambers Street, and extending to the North River. In 1723 he bought ten acres here, and in 1725 thirty-six more.

In this neighborhood there was at this time a large swamp which caused a great deal of malaria. It was included in a piece of seventy acres of public land which the local government could only lease for life. Anthony presented a petition in 1730 to the authorities in England, asking that the swamp might be granted to him so that he could drain it, which no mere life-tenant would undertake to do. Governor Cosby was directed to make such a grant by an order of the King in Council, made at Hampton Court, on August 12, 1731. An order was made accordingly in the Council of New York, on December 16, 1733.§ Anthony, known as

* Riker's Harlem, 571, 572. † Munsell's Annals of Albany, i., 91.
‡ Dated March 6, 1710, proved April 25, 1711, Liber 8 of Wills, p. 32, N. Y. Surrogate's Office.
§ London Documents, xxiv., 147; Land Papers, x., 171; N. Y. Council Minutes, xvi., 277; Valentine's Manual of the Common Council for 1854, 529.

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who married Myndert Harmense Van der Bogart Jacob, Machtelt, who married Johannes Beeckman, Cornelis, Jannetie, who married Caspar Springsteen, Neeltie, who married Barent Ten Eyck, and Lucas.

Reyer Jacobse Schermerhooren, born in Beverwyck in 1652, settled in Schenectady and became a prominent and influential citizen there. In July, 1676, he married Ariauntje Arentse Bratt, widow of Helmer Otten, baker, of Albany. She is said to have been his second wife. He made his will 5 Ap., 1717, and died 19 Feb., 1719. The following children are mentioned in his will:—Jan, his eldest son, baptized in Albany 14 Oct., 1685; Catalina, who married Johannes Wemp; Janneke, who married Volckert Symonse Veeder; Jacob, and Arent, baptized Jan. 1693.

Symon Jacobse Schermerhooren was born in 1658.

At the burning of Schenectady, Feb. 9, 1690, he rode to Albany by way of Niskayuna to carry the news of the massacre, although shot through the thigh and his horse wounded. His son Johannes, together with his three negroes, was killed on that fatal night. In 1691 he removed to New York where he died about 1696, leaving a widow and one son Arnout. He married Willempie Vielè and had the following children:—Johannes, baptized in Albany, 23 July, 1684; Arnout, baptized in Albany, 7 Nov., 1686; Maria, baptized in New York, 1693, and Jannetie, baptized in New York, 24 Mar., 1695.

Jacob Jacobse Schermerhooren resided in the manor of Rensselaerswyck and was master of the sloop *Star* plying between New York and Albany in 1681–4. He was buried at Papsknee below Albany 20 June, 1743. He married Gerritie Hendrickse [Van Buren] and had the following children baptized in Albany:—Jacob, 27 Dec., 1685; Hendrik, 16 Oct., 1687; Cornelis, 22 Sept., 1689; Magtelt, 3 Jan., 1692; Jannetie, 6 May, 1694; Elizabeth, 28 Aug., 1698; Johannes, 21 July, 1700; Reyer, 21 Feb., 1702.

Cornelis Jacobse Schermerhooren was living in the manor of Livingston, near Kinderhook, in 1720. He had previously been master of the sloop *Star*. He married, first, Maritie Hendrickse Van Buren, 21 Jan., 1695 and second, Margarita Albertse, on 6 Feb., 1713. His children baptized in Albany were the following:—Jacob, 4 Oct., 1696; Hendrik, in New York, 9 Sept., 1699; Hendrik, 23 Feb., 1701; Cornelis, 9 Sept., 1705; Lysbeth, 16 Feb., 1707; Jannetie, 23 April, 1710; Jannetie, 24 May, 1719; Jacobus, 3 July, 1720.

Lucas Jacobse Schermerhooren settled in Raritan, N. J., and is said to have married Elizabeth Dame in 1700. He had two children baptized in New York:—Jannetie, 29 Oct., 1701; Sophya, 7 Ap., 1703.

Arnout Schermerhooren, son of Symon, of New York, had the following children baptized there:—Catharina, May 10, 1711; Willemyntie [Willempie], 14 Oct., 1713; Johannes, 13 July 1715; Aeltie, 19 May, 1717; Jannetie, 20 Sept., 1719.

RUTGERS.

Rutger Jacobsen Van Schoenderwoert, *alias* Rut or Ruth Van Woert, sailed from Holland in the ship Rensselaerswyck, on the first day of Oct., 1636, for the *Colonie*.

He early became an active business man and prominent citizen of Beverwyck, owning considerable real estate, and filling responsible offices in the little community. He was a brewer by trade, and "in partnership with Goosen Gerritse [Van Schaick] rented the Patroon's brewery in 1649, at

450 guilders a year, paying in addition one guilder for every ton of beer which they brewed. This duty amounted in the first year to 330 gl., and in the following season they worked up 1500 skipples of malt.

On the second of June, 1656, he laid the corner stone of the new church in Beverwyck."[1] Besides divers lots and houses in the village, he owned in partnership with Andries Herbertsen (*Constapel*), the island "obliquely over against Bethlehem," called Pachonakellick, Mohikander's, or Constapel's island; and was also owner and master of the sloop *Eyckenboom*, plying between New Amsterdam and Beverwyck. He died in 1665, leaving a handsome estate for those times; his gold and silverware and jewels brought at public sale 512 guilders.

Rutger Jacobsen and his brother, Teunis Jacobsen Van Schoenderwoert, who came over in 1640, were the progenitors of two families, distinct both in name and residence. The descendants of the former took the name of *Rutgers*, and settled in New York; those of the latter remained in Albany, and were called *Van Woert*. Teunis married Sara Denys, from England, 19th Ap., 1650, in New Amsterdam, and had a son, Jacob (perhaps Goosen also), who had a family of eleven children baptized in Albany. Rutger Jacobsen married Tryntie Janse Van Breestede, the 3 June, 1646, in New Amsterdam; four years later her sister, Dorotee, married Volckert Janse Douw, of Beverwyck. Jacobsen had three children by this marriage; two daughters: Margaret, who married Jan Janse Bleecker, and Engel, baptized in New Amsterdam, 10 Ap., 1650; and a son, Harmen *Rutgers*. This last inherited his father's estate and trade. His brewery was on Beaver street, west of the Almshouse; he also purchased, in 1675, the lot and brewhouse of Jan Thomase and Volckert Janse Douw, being the easterly half of the present Exchange Block, which he soon after sold to Goosen Gerritse Van Schaick and Pieter Lassing.

The date of his death is not known; he was probably living as late as 1702. He left two sons, Harmen and Anthony, both of whom removed to New York. The former was admitted freeman there in 1696; married Catharina Myer, Dec. 25, 1706, and had seven children baptized in the church in New York. He was a brewer; and died on the 9 Aug., 1753, "at an advanced age." His brother Anthony was a baker; admitted freeman in 1699, and married Hendrickie Van de Water, Dec. 30, 1694. They had nine children baptized in the Dutch Church of New York.

RIP VAN DAM.

"RIP VAN DAM," says Valentine, "was descended, it is supposed, from Jacob Van Dam, who was a prominent man in New Netherland, in Governor Stuyvesant's time." This is a mistake; he was the son of Claas Ripse Van Dam, and his wife Maria Bord. Claas was a master carpenter in Beverwyck as early as 1657, when he was fined two beavers for wounding Harmen *de Metselaer* with a pot, and was still living there as late as 1686, in Bergh (now Chapel) street. His son, Rip, is said to have been born about 1660, which is probably correct, as in 1681 he is called "Knecht Van Robert Story," a trader in Albany at that time. Claas Ripse had also a daughter Debora, who married Hendrick Hansen, son of Capt. Hans Hendrickse."[2]

[1] O'Callaghan's Hist. New Netherland, I., 436.

[2] We believe in the above sketch Prof. Pearson has finally settled the mooted question as to "who was Rip Van Dam's father."

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scendants of first wife. Fur trader. Councilor. *Van Norden family* 1923 (pamph); *Van Norden possessions* 1926 (pamph); nyr 38:100 (family), 52:251 (desc). #2861.

VAN NOSTRAND, VAN NOORDSTRANT

HANS HANSEN (JANSEN) Came over 1639, Flatbush (L.I.), d after 20 Aug 1679. Bergen, *Kings County*.

JACOB JANSEN New Amsterdam (N.Y.) ca 1638, Rensselaerwyck 1652, Albany, living 1700. Brewer. *Van Nostrand, Kummel pedigree* 1911 (pamph in NYPL); ner 80:438 (line); *St. Nicholas Society* 1916, v 2 (biog).

VAN NUYS, VAN NUYSE

AUCKE JANSEN New Amsterdam (N.Y.) 1651, Brooklyn Ferry 1661, Flatlands 1665, Flatbush 1669, d by 1698. Schepen. Carpenter. *Isaac van Nuys or Vannice* 1916.

VAN OSDEN v. VAN ARSDALEN

VAN OSTERHOUT v. OSTERHOUT

VAN RENSSELAER

JEREMIAS New Amsterdam (N.Y.) 1654, d Rensselaerwyck (N.Y.) 12 Oct 1674. Son of Kiliaen for whom see nyr 57:220. *Van Rensselaers in Holland and America* 1956; *Van Rensselaer manor* 1929; tag 28:185 (anc), nyr 64:92 n. Coat of arms of father, Kiliaen, enrolled 378. (Brother Ryckert or Richard also came to America and left male line desc but the date of his arrival has not been ascertained.) #2398.

VAN SCALINE v. VAN SCHELLYNEN

VAN SCHAICK

CORNELIS AERTSZEN Surname Van Schaick assumed ca 1680 by sons. New Amsterdam (N.Y.) 1641, d by 1670. Farmer. nyr 7:53 (desc).

GOOSEN GERRITS Came over 1637 probably on "Rensselaerwyck" Rensselaerwyck (N.Y.), Albany, d ca 1676. Captain. Magistrate. Brewer. *St. Nicholas Society* 1916, v 2 (biog), Munsell, *Albany*, v 4; nyr 70:117 n.

VAN SCHELLUYNEN, VAN SCALINE

DIRCK Came on "Nieu Nederlants Fortuyn" 1650, New Amsterdam (N.Y.) 1650, Rensselaerwyck 1660, Albany 1664, d Albany by 1670. Secretary of Rensselaerwyck Colony. Clerk of court at Albany. From the Netherlands. nyr 59:61 (anc and some desc).

VAN SCHERMERHOORN v. SCHERMERHOORN

VAN SCHOONDERWOERT, VAN SCHOONDERWOORT, VAN WOERT

RUTGER JACOBSEN Came on "Rensselaerwyck" 1636, Fort Orange (Albany, N.Y.), d 1665. Brewer. Merchant. Magistrate. Son Harmanus and descendants surnamed RUTGERS nyr 17:82 (desc). According to *National*

Genealogical Society quarterly 41:7 another son was Jacob who with descendants was surnamed RUTSEN.

TEUNIS Came over 1640 Fort Orange (Albany, N.Y.), New Amsterdam 1650. Trader. Descendants surnamed VAN WOERT. Munsell, *Albany* 4:184.

VAN SICKLE, VAN SYCKLYN, SICKLES, SICKLEN

FERNINANDUS New Netherland (N.Y.) 1652, Flatlands, Gravesend, d there 1712. Farmer. *Van Sickle family* 1880. #1926.

VAN SISE, VAN SYSEN, VAN SEYSSEN, VAN CISE

JOOST CARELSZEN New Amsterdam (N.Y.) 1653, living 1703. Ship builder. *New Netherland families, Van Sise* 1959; *Genealogical magazine of New Jersey* 4:57 (desc).

VAN SLYK

WILLEM PIETERSE Came with family 1655, New Amsterdam (N.Y.), Albany. *St. Nicholas Society* 1905, v 1.

VAN SWERINGEN, VAN SWEARINGEN, SWERINGEN, SWEARINGEN

GERRET Came on "Maurice" 1656, New Castle (Del.) 1657, New Amstel 1659, St. Mary's Co. (Md.) ca 1665, living 1684. Merchant. Alderman. Commissary. Sheriff. *Gerret van Sweringen and descendants*, 2nd ed. 1894 (reprinted 1914); *Tiernan and other families* 1901.

VANVALER v. VERVEELEN

VAN TASSEL, VAN TEXELL

JAN CORNELIUS (called son of John Cornelius Van Texell who came over 1630), New Amsterdam (N.Y.) 1657, Sleepy Hollow 1697. *Romer, Van Tassel and allied families* 1917.

VAN VALKENBURG, VAN VALKENBURCH

LAMBERT JOCHEMSE Manhattan (N.Y.) ca 1644, New Amsterdam 1646, Fort Orange (Albany, N.Y.) 1652, living Albany 1683. Tanner. *Van Valkenburgh family* 1953 (pamph in LC); *Washington anc*, v 3. #3044, 3464.

VAN VECHTEN

TEUNIS DIRCKSZ New Amsterdam (N.Y.) 1632, Rensselaerwyck, Greenbush 1638, Albany 1671, d Jan 1685. Farmer. Brewer. Fur trader. *Records of the Van Vechtens* 1896; *Van Vechten genealogy* 1954; nyr 96:228 (biog).

VAN VOORHEES, VOORHEES

STEVEN COERT Came over 1660 according to *Van Voorhees family in America* 1888. Evidence for statement that he was here in 1637 not clear. #3130, 3159.

Genealogical Society journal, 4107 another son was Jacob who with descendants was surnamed RUTTEN.

[illegible] Came over 1630 from Overijssel, N.Y.), New Amsterdam 1630. Trader. Descendants surnamed VAN WAGENT. Albany 4184.

VAN SICKLE, VAN SYCKEL VN, SICKLES, SICKLEN

[illegible] New Netherland (N.Y.) 1632. Farmer, Converted, d. [illegible] (212). Farmer. Fee Sickle family 1881 4192.

VAN SIST, VAN SYSEN, VAN SEYSSEN, VAN CIST

[illegible] Came Amsterdam (N.Y.) 1633; living 1702. Ship builder. New Netherland family. Fee Sis 1933. Genealogical magazine of New Jersey 4157 (desc).

VAN SLYK

[illegible] Came with family 1633. New Amsterdam (N.Y.). Albany. St. Nicholas Family 1885 v 1.

VAN SWERINGEN, VAN SWARINGEN, SWERINGEN, SWEARINGEN

[illegible] Came on "Mauritius" 1656. New Castle (Del.) 1657, New Amsterdam 1659. St. Mary's Co. (Md.) ca 1665, living 1684. Merchant. Alderman. Commissary. Justice. Clerk. on Stoneyes and Greenbaum, 2nd ed. 1891 (revised 1911). Tyson and other families 1901.

VANNALTER v. VERWYLEN

VAN TASSEL, VAN TEXEL

Jan [illegible] Called son of John Christian Van Texel, who came over 1630. New Amsterdam (N.Y.) 1657. Sleepy Hollow 1676. Rivers, Van Texel and other families 1917.

VAN VALKENBURG, VAN VALKENBURGH

Lambert [illegible] Middleburg (N.Y.) ca 1641. New Amsterdam 1646. Fort Orange (Albany, N.Y.) 1652. Living Albany 1683. Tanner. Also Falkenburg family 1931 (people in L.C.). Hardinge [illegible], v 3, 4104; Sam.

VAN VECHTEN

[illegible] New Amsterdam (N.Y.) 1653. Homebuyer with Gerrebech 1656. Albany 1671, d. in 1685. Farmer, Brewer. For trader. Search of Mr. Hiles Fonson 1906; Jos Fowler genealogy 1894, n/v 90,228 (desc).

VAN VOORHEES, VOORHEES

[illegible] Came over 1660 accompanying his Flemish family to Flatbush, Long Island. Evidence for statement that he was here in 1657 not clear. 4030, 4124.